

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 144 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. DACW41-03-R-0068		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 21 Jul 2003		6. REQUISITION/PURCHASE NO. W58XUW-3101-3361			
7. ISSUED BY USAED, KANSAS CITY 757 FEDERAL BUILDING 601 E. 12TH STREET KANSAS CITY MO 64106 TEL: (816) 983-3821 FAX: (816) 426-5777				8. ADDRESS OFFER TO See Item 7		(If other than Item 7)		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Rm 757, 601 E. 12th, KC, MO</u> until <u>03:00 PM</u> local time <u>15 Sep 2003</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME PATRICIA A. VAN BLEISEM		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (816) 983-3823		C. E-MAIL ADDRESS patricia.a.vanbleisem@usace.army.mil					
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section A - Solicitation/Contract Form

CAUTION PAGE

CAUTION!

BEFORE SIGNING AND MAILING THE PROPOSAL, please take note of the following, as failure to perform any one of these actions may cause your offer to be rejected.

1. AMENDMENTS: Have you acknowledged receipt of ALL Amendments? If in doubt as to number of amendments issued, please contact our office or visit the Corps of Engineers website.
2. SEALED PROPOSALS: Sealed envelopes containing proposals shall be marked to show the offeror's name and address, the solicitation number, amendments received and acknowledged, and the date and time proposals are due.
3. AMENDED PROPOSAL PAGES: If any of the Amendments include amended proposal pages, the amended proposal pages must be used in submitting your proposal.
4. LATE PROPOSALS: Late proposals shall be handled in accordance with FAR Clause 52.215-1(c)(3).
5. PROPOSAL GUARANTEE: Sufficient proposal guarantee in proper form must be furnished with your proposal.
6. MISTAKE IN PROPOSAL: Have you reviewed your proposal cost information for possible errors in calculations or omissions?
7. TELEGRAPHIC MODIFICATIONS: If you modify your proposal by telegram, be sure to allow sufficient time for the telegram to reach the office designated for receipt of proposals prior to the time set for receipt of proposals.
8. FACSIMILE PROPOSALS, MODIFICATIONS, OR WITHDRAWALS: Are only acceptable on a task order basis.
9. SECTION K, Representations and Certifications: Must be completed and submitted with your proposal. See other documentation that is required to be submitted as part of the Cost Volume of the proposal (See Section L, paragraph 9, Additional Information).
10. HAND-DELIVERED PROPOSAL: If proposals are hand-delivered, you must be aware of security requirements in effect in the Federal Building. No additional time will be allowed due to security requirements.
11. Offerors should be aware that the terms "Proposer" and "Offeror" are used interchangeably throughout this Specification.
12. Offerors should refer to Sections L and M of this solicitation for information on submission and evaluation of proposals.
13. BONDS: Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	PRE-PLACED REMEDIAL ACTION CONTRACT FFP (PRAC) - FIRM FIXED PRICE OR COST REIMBURSABLE - FOR WORK ASSIGNED TO DISTRICTS WITHIN THE UNITED STATES ARMY CORPS OF ENGINEERS NORTHWESTERN DIVISION (CENWD) AND EPA REGION II, SMALL BUSINESS SET-ASIDE, INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT, WITH A BASE PERIOD OF THREE YEARS FROM THE DATE OF SIGNATURE BY THE CONTRACTING OFFICER WITH ONE TWO-YEAR OPTION, IF EXERCISED. PURCHASE REQUEST NUMBER: W58XUW-3101-3361	600,000,000	Dollars, U.S.		

MAX
NET AMT

FOB: Destination

SECTION B

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

1. Four (4) Preplaced Remedial Action Contracts (PRACs) may be awarded as a result of this solicitation. Services to be provided include all plant, labor, materials and equipment necessary for providing remedial action at various hazardous waste sites as described in Section C (Description/Specification/ Work Statement). Remedial actions and scopes of work will be as prescribed/described in individual Task Orders. Cost of all work shall be as established in each individual Task Order.

2. The contracts will be awarded under the multiple award concept, as follows:

The Government intends to award four (4) contracts under this Solicitation, but reserves the right to award fewer. The contracts will be acquired as Small Business Set-aside contracts utilizing competitive, formal source selection procedures, with a Joint Total Acquisition Value (JTAV) not to exceed \$600,000,000, for work assigned to districts within the United States Army Corps of Engineers Northwestern Division (CENWD) and EPA Region II (New York, New Jersey, the Commonwealth of Puerto Rico, the United States Virgin Islands and Native American Tribes or Nations located in these jurisdictions). After the guaranteed minimum amounts are awarded, the contractors will compete for the remaining future awards of Task Orders, unless an exemption applies. Each Contractor will not necessarily be awarded equal amounts of the cumulative contract amount. In accordance with EFARS 16.504(a)(iii), when a maximum amount is specified for the total life of the contract, the minimum amount shall be calculated based on the average amount per period (i.e. maximum amount divided by number of periods). For a multiple award IDC procurement, the minimum amount shall be based on the average amount per period divided by the number of contracts. For contracts awarded under this acquisition, the calculations for the guaranteed minimums will be

calculated as follows: For the base period – the minimum amount shall be based on the JTAV divided by two (1 base and 1 option period) and then further divided by the number of contracts to be potentially awarded (i.e. 4) x 2%. The guaranteed minimum shall be the sum of this calculation or \$500,000, whichever is less. For the option period, the calculations for the guaranteed minimums will be calculated as follows: the minimum amount shall be based on the JTAV divided by two (1 base and 1 option period) and then further divided by the number of contracts to be potentially awarded (i.e. 4) x 1%. The guaranteed minimum shall be the sum of this calculation or \$250,000, whichever is less.

3. More than one contract is being awarded for the same scope of work as this contract. Each contractor will be afforded a fair opportunity to be considered for each task order in excess of \$2,500, except as provided at FAR 16.505(b)(2).

4. These contracts shall support the estimated future work requirements for work assigned to districts within the US Army Corps of Engineers Northwestern Division (CENWD) and EPA Region II. Offerors may only receive one contract under this solicitation.

5. Specific tasks and pricing information for work to be performed under this contract will be included in each Task Order. Certain cost data and information will be required to be provided with the contractor's proposal. Payments on task orders may be made via IMPAC purchase card (VISA).

6. Contracts will be issued for a base period of three years with one two-year option period for a total not to exceed five years, with performance expected to cover the period from Fiscal Year (FY) 2004 through FY 2008. The performance period for task orders issued against the base contracts shall not exceed five years and shall not be extended.

7. Award of contracts under this solicitation will be made under North American Industry Classification System (NAICS) code of 562910 (SIC Code 8744).

8. Fee/profit on subcontractor's fee or travel and travel-related costs will not be allowed under the contract.

9. Security Requirement for all Corps of Engineers' Unclassified Contracts

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Kansas City District Corps Of Engineers Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Kansas City District Corps Of Engineers Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Kansas City District Corps Of Engineers Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien

Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

10. Information concerning this Solicitation may be obtained at the following internet site:

<http://www.nwk.usace.army.mil/contract/contract.html>

Section C - Descriptions and Specifications

SECTION C INDEX

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SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

PART 1 GENERAL

1.1 CONTRACT AWARD

The Government anticipates the award of up to four (4) preplaced remedial action, indefinite delivery/indefinite quantity type contracts. The four contracts will be awarded under the multiple award concept; see Section B. The Government intends to award four (4) contracts under Solicitation No. DACW41-03-R-0068, but reserves the right to award fewer, pursuant to FAR Part 19.5, to be acquired as Small Business Set-Aside contracts utilizing competitive, formal source selection procedures.

1.2 DESCRIPTION OF WORK

These contracts will provide a capability for hazardous, toxic and radioactive waste (HTRW) remediation projects for both civilian and military agencies of the Federal Government. This contract for environmental response actions and associated investigation, design, and removal activities will include service and construction activities mandated by the Defense Environmental Restoration Program (DERP), Superfund, Formerly Utilized Sites Remedial Action Program (FUSRAP), Department of Homeland Security and the Federal Emergency Management Agency (FEMA), and other environmental and homeland security laws and regulations requiring support activities for military installations, Corps' civil works projects, and work for other agencies. The DERP projects will include Installation Restoration Program (IRP) activities on active Army and Air Force installations and on Formerly Used Defense Sites (FUDS). Other environmental laws and regulations mandating remedial actions include but are not limited to the federal and state versions of the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act (TSCA), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), Underground Storage Tank (UST) regulations, and the Corps of Engineers' regulations for Civil Works. The contracts shall not be used for projects covered by the Base Realignment and Closure (BRAC) law.

1.3 SCOPE OF WORK

The contracts to be awarded will require personnel, plant and equipment to respond to numerous requests for environmental support for the U.S. Army Corps of Engineers. It is anticipated that the majority of the work may be conducted within USEPA Region II.

1.4 CONTRACTOR CAPABILITY AND EXPERIENCE

1.4.1 The Contractor selected for this work shall have the capability and experience to perform, or provide, a wide range of services relating to hazardous waste sites, or to support homeland security and defense initiatives including, but not limited to:

1.4.1.1 Establish, maintain, and follow a Safety and Health Program and preparation/implementation of Site Safety and Health Plans as required by EM 385-1-1, 29 CFR 1910.120/29 CFR 1926.65, or other OSHA compliance plans pertinent to the work.

1.4.1.2 Establish and follow chemistry data quality procedures as described by ER 1110-1-263, CHEMICAL QUALITY DATA MANAGEMENT, dated 1 October 1990. Perform multi-media chemical sampling and analysis for a wide variety of compounds (may include explosives and surety agents).

1.4.1.3 The Contractor shall be capable of providing innovative technologies, as well as traditional methods of site remediation. Innovative technologies are defined as newly developed technologies (or new applications of existing technologies) that lack complete cost and performance data.

1.4.1.4 Topographic and geophysical surveys

1.4.1.5 UST identification, removal, and remediation.

1.4.1.6 Contaminated soil excavation and debris removal activities.

1.4.1.7 Construction of and Short Term (maximum of 2 years) Operation and Maintenance (O&M) operations of project facilities including but not limited to:

a. Groundwater or leachate collection and treatment systems

b. Gas collection and treatment systems

c. Groundwater extraction and injection wells

d. Bioventing Systems, Soil Vapor Extraction Systems

1.4.1.8 PCB, asbestos and lead paint removal and disposal activities.

1.4.1.9 Bioremediation of Petroleum Oil Lubricants contaminated soils.

1.4.1.10 Soil and rock borings, sampling, testing and other geotechnical analyses.

1.4.1.11 Drilling, installation and development of groundwater monitoring wells.

1.4.1.12 Hydrogeological testing and data analyses

1.4.1.13 Multi-media sampling and sample management for chemical and geotechnical characteristics.

1.4.1.14 Work area and perimeter air monitoring, sampling and the related analysis.

1.4.1.15 Installation of support facilities (i.e., site project office, decontamination facilities, roads and utilities).

1.4.1.16 Traditional and innovative methods for source control and remedial action, such as the following:

a. On-site source control/containment

b. Excavation

c. On-site treatment of contaminated soils, sediments or water

d. Transportation and treatment and/or disposal to off-site facilities.

1.4.1.17 Low level radiological remediation

1.4.1.18 Building Construction (residential and commercial)

1.4.1.19 Site Restoration (public and private)

1.4.1.20 Demolition (residential and commercial)

1.4.1.21 Public relations including participation in community education, public involvement or public affairs activities.

1.4.1.22 Support for Department of Homeland Security and FEMA initiatives (<http://www.fema.gov/>) for homeland security and defense including implementing measures to reduce vulnerabilities, deterring terrorism and development of capabilities to combat and manage consequences and/or responding to threats or actual terrorist incidents involving weapons of mass destruction (WMD) or other terrorist weapons.

1.4.1.23 Planning, design, and construction of active and passive measures required for population, area and infrastructure protection to include security engineering, vulnerability surveys, application of engineering evaluations and/or modifications of facilities to deter, defend against and mitigate effects of threats, disasters and attacks.

1.5 BACKGROUND INFORMATION

The Contractor will receive from the Contracting Officer necessary back-up data. For example, the Contractor will be provided with the remedial investigation/feasibility study and record of decision, if documentation exists, and plans and specifications, for an individual Task Order. It is the option of the Contracting Officer to require a site inspection with a representative of the Contractor before the negotiation of the Task Order/price.

1.6 DESCRIPTION OF TASK ORDER

The Contracting Officer or his/her authorized representative will provide the Contractor with a Scope of Work for work or service required. The Contractor shall provide the Government with a cost estimate within 14-30 days of the request unless specifically requested sooner, depending on the work/Task Order. The individual task orders will be either firm fixed price, firm fixed price plus incentive fee, or cost plus fixed-, award- or incentive-fee type. Optional tasks to be included in an individual task order shall be proposed by the Contractor in accordance with FAR Clause 52.236-28, DFARS 252.236-7000 and other applicable sections within the contract. . The Contractor's proposal shall be supported by necessary documentation such as drawings, calculations, catalog cuts, specifications, and architectural renderings, to indicate that adequate engineering and planning to accomplish the requirement has been done. The Government will review the proposal for completeness and negotiate with the Contractor all optional tasks and performance times. Task Orders will then be issued by the Contracting Officer. The Contractor will not be reimbursed for cost proposal preparation.

1.7 COST REIMBURSEMENT TASK ORDERS

This section outlines Government policies, procedures, practices, and requirements as it relates to cost reimbursement contracting mechanisms.

1.7.1 Contract Management Procedures

It is expected the contractor will have in place standard operating procedures to cover its detailed procedures relating to cost reimbursement contracted work with the Government.

1.7.2 Proposal Requirements

The Government is concerned with the contractor's ability to control and project costs on cost reimbursement orders since much of the risk associated with cost is borne by the Government. Therefore, the successful contractor shall exercise adequate cost control policies and procedures.

1.7.3 General

Cost control is also important because of the multiple funding sources possible under this contract. As such, work will be obligated and directed not only by task order, but by individual project funds. It is imperative that the contractor be capable of estimating, budgeting, accounting, and reporting costs by individual funding source as well as work item. In accordance with FAR 16.104(h), the contractor must be adequate to track costs on cost-reimbursable actions. To the extent practical the Government will attempt to segregate task orders or other work authorizations to a sole funding source for administrative convenience. The Contractor shall make available, upon request, supporting documents and provide for physical inspection or demonstration at the appropriate office, of its accounting system capabilities to support cost reimbursement contract accounting needs.

1.7.4 Management Organization, Responsibilities, and Authorities

The objective of cost reimbursement task orders is to obtain the specified work or service on time at the least possible cost. As such, the contractor must demonstrate a management team and organization capable of performing its own management and subcontract management effectively and efficiently. Managers identified as key personnel must have the relevant experience and education to perform the possible scope of services. The primary Government authority under the contract is the Contracting Officer (CO). Representatives of the Contracting Officer appointed in

writing as authorized Contracting Officer's Representative (COR) or Administrative Contracting Officer (ACO) also serve as personnel of authority. Only the CO or ACO may cause an increase in the contract obligation amount or schedule. Technical direction under a cost reimbursement delivery/task order may also be made by the COR as long as it does not impact cost or schedule.

1.7.5 Mobilization

Mobilization is a non-recurring cost unique to individual work sites for a given task order. Costs for mobilization will be reimbursed, if incurred, after formal execution of the relevant cost reimbursement task order. Mobilization costs prior to formal task orders are not reimbursable. Contractors are encouraged to segregate non-recurring costs such as mobilization when submitting task order proposals.

1.7.6 Management Information System (MIS)

Compliance with Department of Defense Instruction (DODI) 7000.2, Cost Schedule and Control System Criteria is not required; however, the principles of defining and maintaining a performance measurement baseline for comparison against the current estimate at completion and schedule are expected to be incorporated in some fashion in the contractor's MIS. Detailed analysis capability of cost variances for labor, material, equipment, overhead, etc., between the performance measurement baseline and the current estimate at completion is expected. The MIS must be capable of integrating cost and recording progress payments for fixed-price and/or cost reimbursement type subcontracts. The MIS shall include accurate updates of schedule logic, actual dates, and actual budgeting data on the schedule. The MIS shall be capable of simultaneously managing on multiple task orders, the current approved budget and schedule, actual cost and progress incurred, earned value, and projected future budget and schedule data. Key personnel successful experience in using the MIS tools should be demonstrated.

1.7.7 Work Allocation Document (WAD)

1.7.7.1 The Work Allocation Document system may be used to allocate previously obligated contract funds by the Government to the contractor and to further control the obligation or expenditures of funds for identified work. It is a series of numbered documents directly related to the Work Breakdown Structure (WBS) prepared by the contractor, and approved by the CO, ACO, or COR.

1.7.7.2 After task order issuance, the Government may request the contractor to submit WAD budgets in the government-specified WAD system format. This format will include: a) an approved WBS; b) an estimate keyed to the WBS; c) a schedule for the task; and d) a narrative description of the scope of work. The Government will review the submitted WAD/WADs and approve/disapprove as necessary. The budget estimates of costs for the work orders submitted for each WAD shall not exceed the total budget for that order.

1.7.7.3 If a WAD request includes work that is beyond the scope of work/services, a modification is required under the Changes Clause before issuance. When a modification is necessary, the contractor must revise the WAD request to include this work.

1.7.7.4 Once WAD approval has been obtained, the contractor will submit requests to the Government for the release of budget for one or more work orders/work elements within each WAD. No work will be performed until Government approval has been received and the budget is established of the task. The contractor is authorized to expend and/or obligate funds under the order up to the dollar value authorized by the individual WAD. The Government may not reimburse the contractor for costs incurred in excess of WAD allocations. Only allowable, allocable and reasonable costs will be considered for payment.

1.7.7.5 Transfer of funds between WADs due to overruns/underruns will be strictly controlled by the Government. It is possible that WADs could have more than one funding source. If this is the case, the WBS for that WAD will identify and segregate funding sources into separate work elements for tracking and control.

1.7.7.6 The Government will not automatically utilize the WAD process on cost reimbursement task orders. Depending on the size, complexity, dollar value, and duration of a cost reimbursement task order, the Government

may elect to control costs while still authorizing the contractor to expend and/or obligate funds up to the full task order estimated cost. In either event, the contractor is expected to utilize its cost control procedures to deliver to the Government at the least possible cost for the duration and work specified.

1.7.7.7 Work Variation Notice (WVN) and Authority To Proceed (ATP) documents may be utilized at the Government's discretion. These documents will be initiated by the contractor, signed by personnel with authority, and submitted to the USACE Project Manager, and other designated personnel, for review and approval. The formats for these documents are available upon request. These documents are to be used for cost reimbursement task orders.

1.7.8 Procurement and Subcontracting

1.7.8.1 Just as the Government clearly defines its procurement policy, the contractor's procurement policy shall be clearly delineated. The contractor shall utilize procurement and subcontracting procedures consistent with good faith principles and fair dealing. Further, where required, the contractor will employ the principles and requirements of the Federal Acquisition Regulation.

1.7.8.2 The objective of the Government is to select contractors that will raise the standards of subcontract administration while incorporating integrity and peer respect. Adequate staffing to perform subcontract management is required. Detailed contractor procurement procedures and subcontract program plans are critical to the successful implementation of this contract. In accordance with FAR 44.203(a), the Contracting Officer's consent to a subcontract or approval of the contractor's purchasing system does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of costs, unless the consent or approval specifies otherwise.

1.7.9 Technical Changes and Claims

Contract clauses for changes and disputes are included for cost reimbursement task orders. The contractor shall minimize subcontract disputes and effectively and efficiently control and process subcontract changes. Pre-pricing of subcontract changes is preferred, as is a formal system of issuing subcontract changes where obligations are recorded in advance of issuance of drawing changes or task orders issued to the contractor.

1.7.10 Closeout Procedures

All cost reimbursement task orders will require a final audit by the cognizant audit office of the Federal Government. The contractor is expected to demonstrate procedures and processes that facilitate quick subcontract and supplier closeout and resolution of disputes.

1.8 SITE-SPECIFIC SUBMITTALS. Site work shall not commence on a project until the Government, (the Project Manager (PM), Contracting Officer's Representative (COR) or other management personnel has approved all of the site-specific submittals required for each specific Task Order to include Insurance Certificates and Payment and Performance Bonds, if applicable.

1.8.1 Work Plan

A comprehensive Work Plan shall be prepared, as required, to fully describe all aspects of the work to be completed. The Work Plan shall contain but not be limited to the following:

1.8.1.1 Work to be accomplished.

1.8.1.2 Discussion of implementation of the project including the method of operation, type of equipment, personnel required, and other special considerations.

1.8.1.3 Schedule that presents the requirements to complete the required field work and key milestones.

1.8.1.4 Permits, licenses, and certificates, identification number, and locations of the disposal facility, if necessary.

1.8.1.5 Key personnel to be used on the project and their responsibilities.

1.8.1.6 Logs, reports, and record keeping to be utilized, and

1.8.1.7 Plans as listed below, as required.

1.8.2 Health and Safety

Site-specific health and safety submittals including safety practices, procedures, and equipment are required. The Contractor shall develop a Site Safety and Health Plan (SSHP) for each individual site. The plan shall incorporate the requirements of 29 CFR 1910, Corps of Engineers EM 385-1-1 (Accident Prevention Plan) and ER385-1-92 Appendix B, (Site Safety and Health Plan Requirements). The Health and Safety Manager shall sign and date the SSHP prior to submittal for approval.

1.8.3 Sampling and Analysis

A Contractor prepared sampling and analysis plan in accordance with the requirements of USACE's EM 200-1-3 shall be developed in accordance with the plans and specifications submitted for each project and shall include information described in the paragraph "Project Staff Organization And Responsibilities" in this section.

1.8.4 Contractor Quality Control

A Contractor Quality Control Plan including quality control organization, qualifications of personnel, authority, areas of responsibility, subcontractor quality control, tracking procedures and other necessary information based upon the work in the task order shall be submitted.

1.8.5 Daily Quality Control

Daily quality control reports shall be prepared in accordance with the task order and contract requirements and submitted to government personnel during the construction remediation process.

1.8.6 Technical

Technical submittals are those required and further described in the Statement of Work specifications of each individual Task Order.

1.9 SUBMITTAL PROCEDURES

1.9.1 Submittals are classified as follows:

1.9.1.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings." Shop drawings shall be submitted in ample time (no less than 30 days or as defined in the Task Order) to secure approval prior to the time the items covered thereby are to be delivered to the site. ENG Form 4025 shall be used for the transmittal of shop drawings.

1.9.1.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.9.2 Approved Submittals

The Government approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Government, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.9.3 Disapproved Submittals

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. CAUTION: The Contractor is cautioned that for each Contractor's resubmittal required beyond the initial submittal and one resubmittal for corrections required by the Contracting Officer, the Contracting Officer will assess Administrative Deduction in the amount of \$500.00 from the progress payments due the Contractor. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.9.4 Withholding of Payment

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.9.5 Approval of Submittals

The Contractor shall submit submittals for approval, the total number of which will be determined by each Task Order. The mailing address for all submittals will be provided in each task order scope of work.

1.9.6 Deviations

For submittals that include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.9.7 Control of Submittals

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register", ENG FORM 4288-R. Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated.

1.9.8 Information Only Submittals

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.9.9 As-Built Drawings.

The Contractor shall maintain two separate sets of red-lined full scale, as-built construction drawings marked up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work and shall be available for review by Government personnel at all times.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 ENVIRONMENTAL REQUIREMENTS

All remedial actions shall be in full compliance with applicable Federal, State and local environmental laws and regulations including but not limited to: pertinent Occupational Safety and Health Administration and Department of Transportation requirements, National Environmental Policy Act, Clean Water Act, Clean Air Act, Endangered Species Act, Toxic Substances Control Act, Resource Conservation and Recovery Act as amended by the Hazardous and Solid Waste Act, and Comprehensive Environmental Response and Compensation and Liabilities Act as amended by Superfund Amendments and Reauthorization Act. The Contractor shall assure that all activities performed by his personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incidents of releases, spills, or regulation noncompliance noted by the Contractor shall immediately (within 1 hour) be brought to the attention of the Contracting Officer or his representative with written notice provided. The Contractor shall also ensure that the National Response Center is notified as well. Nothing in this contract shall relieve the Contractor of his responsibility to comply with these laws and regulations.

3.2 PERMITS/LICENSES. The Contractor shall meet the substantive and/or administrative requirements of all Environmental Permits, Licenses, and/or Certificates required by each task order. The Professional Corporation and Professional Engineer requirements for the State of New York and other similar requirements within EPA Region II and CENWD are included for all work. Provide the Contracting Officer with copies of all required permits, permit equivalencies, licenses and certificates. All required clearances, such as digging permits, shall be obtained prior to initiation of drilling or excavating operations.

3.3 TRANSPORTATION, STORAGE, TREATMENT AND/OR DISPOSAL OF HAZARDOUS WASTES

The Contractor shall ensure that his personnel and all subcontractors handle, transport, store, treat and/or dispose of all hazardous wastes as required by the applicable laws and regulations. The Contractor shall review all information provided and develop the necessary deliverables which contain the transportation and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential off-site receptors from chemical, physical, and/or biological hazards. The Contractor shall utilize the services of a Regulatory Specialist (see paragraph: REGULATORY SPECIALIST) experienced in hazardous waste manifesting and hazardous waste site operations. If the information that is available is insufficient to allow the Contractor to develop these documents, a description of all additional information required shall be prepared and submitted to the Contracting Officer, prior to the commencement of work.

3.3.1 Transportation, Storage, Treatment and/or Disposal of Hazardous Materials

The Contractor shall ensure the transportation, storage, treatment, and disposal of all hazardous materials complies with all federal, state, and local laws and regulations. The Contractor shall identify and perform any additional analyses necessary to ensure compliance with transportation, storage, treatment, and disposal requirements. Selection of the approved Treatment, Storage, or Disposal Facility (TSDF) shall be based upon cost-effectiveness, compliance status, regulatory agency input and Contracting Officer approval. If the waste is sent for off-site storage or disposal, the Contractor shall provide to the Contracting Officer at a minimum what is listed below.

3.3.1.1 Transportation

Transportation to an approved TSDF shall comply with all appropriate DOT regulations. The Contractor shall judiciously coordinate the transportation of waste so that transporters arrive on schedule. With each Task Order Proposal, the Contractor shall provide the name, location, point-of-contact, EPA identification, verification that the

transporter is a licensed Hazardous Waste Transporter in accordance with D.O.T. regulations, and Notice of Violation (N.O.V.) status.

3.3.1.2 Identification of the Disposal Facility

The Contractor shall characterize the waste stream to determine the most cost-effective TSDF facility which is in compliance with federal, state and local laws and regulations. A minimum of three quotes will be submitted with each Proposal for treatment, storage or disposal of each waste stream. For each quote the Contractor shall provide the facility name, location, point of contact, telephone number, unit cost, total cost for treatment, storage or disposal, transportation, taxes and disposal fees. Additionally, the Contractor shall provide in the Proposal a list of all TSDF facilities contacted, regardless if a quote was not received. The list shall state the facility name(s), location, point of contact, telephone number and reason quote was not received. Based on the information received during this process, the Contractor shall provide within the Cost Proposal the name, location, point-of-contact, identification, and N.O.V. status of the selected disposal facility.

3.3.1.3 Shipment Tracking

The Contractor shall notify the CO if shipments to the TSDF are within the required time frames and provide all required reports if receipt has been delayed (i.e. discrepancy reports or exception reports. See paragraphs titled "Discrepancy Reports", and "Exception Reports" for details.) The Government shall not be liable for any delays caused by the selected carrier. Any delays caused by the Disposal Facility (if waste is being disposed of separately under the Government's current waste disposal contracts) shall not exceed the special damages costs that can be recouped by the Government under those contracts.

3.3.1.4 Tracking of Hazardous and/or Solid Wastes

Hazardous and/or solid wastes shall be removed from the site by the Contractor and disposed of at a facility approved by the CO. The Contractor shall receive written acceptance from the TSDF prior to mobilization for Transportation and Disposal (T&D). The Contractor shall submit and utilize a tracking system acceptable to the CO. In instances where characteristic wastes are deactivated on site or at the TSDF and sent to a Subtitle D facility, the Contractor will follow appropriate notification and certification requirements under 40 CFR 268.9. This information shall be presented in the Final Report covering field activities.

3.3.1.5 Certification

An integral part of the certification procedure is proper identification of listed waste streams. The Contractor is responsible for reviewing generator supplied site documentation and submitting as part of the manifest package the logic relied upon in making the determination. If records or waste history are unavailable, the Contractor shall interview the generator or any available past site workers present when the waste was disposed to ascertain the origin of the waste. If requested by the CO, the Contractor shall draft, for generator signature, a letter to the TSDF certifying that the information listed is based on available historical data.

3.3.2 Complete Manifest Package

The Complete Manifest Package consists of, at a minimum, all hazardous waste manifests, PCB manifests, hazardous material shipping papers, waste profile sheets, the land disposal restriction notification and certification forms, and all other supporting documentation. Supporting documentation shall include waste disposal history, all analytical results, Material Safety Data Sheets available, and any other information received in identifying the proper waste code. The Contractor shall also include as part of the supporting documentation, the specific type of inner and outer packaging, markings, labeling, and placards offered to the transporter. The Contractor shall also comply with the requirements below.

3.3.2.1 Preparation

The Contractor shall have a single Regulatory Specialist (see paragraph titled "Regulatory Specialist") review the complete manifest package and shipping documentation. The Regulatory Specialist shall certify as correct the Hazardous Waste Manifest, Waste Profile Sheets, and Land Disposal Restriction Notification and Certification forms and supporting documentation. Once the review is completed, the Contractor shall submit these documents to the CO for approval.

3.3.2.2 Submittal

The Regulatory Specialist shall submit to the CO a reproducible copy of the Complete Manifest Package for each particular waste stream. The Contractor shall hold the original "Complete Manifest Package" and make corrections based on CO approval (see paragraph titled "Approval") prior to submittal to the generator's representative for signature. Submittals that are disapproved will be returned to the Contractor to be revised. The submittal of the Complete Manifest Package shall be attached to RAPID FORM 4025.

3.3.2.3 Approval

The Contractor shall not transport or ship any wastes prior to CO approval of the Complete Manifest Package. The Government will make every effort to conduct the approval process within five (5) working days after the CO receives the Complete Manifest Package. If the regulators are unavailable or extensive review of federal or state laws or regulations is required, the CO will notify the Contractor as soon as possible. After the review process is completed, the CO shall send to the Contractor the completed RAPID FORM 4025.

3.3.2.4 Designation of Generator

The generator and signer of Hazardous Waste Manifests, Waste Profile Sheets and Land Disposal Restriction Notifications and Certifications shall be identified by the CO as soon as possible. The Contractor shall submit a fully executed and Complete Manifest Package, including final disposition information, covering all solid and hazardous waste disposal under this contract as an appendix in the Final Report covering the field activities, as well as the above information and quantities shipped. The Contractor may sign the manifest "For U.S. Army Corps of Engineers" if required by a specific Task Order.

3.3.2.5 Transportation of the Manifested Waste

The Contractor's on-site personnel overseeing the Transporter prior to shipment of the hazardous waste shall certify that the packaging, marking, labeling, handling, and placarding of waste complies with federal, state, and local laws and regulations and it correlates with the waste classification and quantities designated on the manifest prior to the signature of the transporter. The certification shall be submitted to the CO prior to transport and included as part of the Final Report.

3.3.2.6 Generator Status

The Contractor shall determine the contribution to the generator's status at the site, for work performed under this Task Order, based on federal, state, and local laws and regulations. Generator status may include conditionally-exempted small quantity generator, small quantity generator, and generator.

3.3.3 Transportation and Disposal Reporting Requirements

The reporting requirements stated below just pertain to the transportation and disposal of wastes as stated in this subsection.

3.3.3.1 Hazardous Waste Manifest Annual and/or Biennial Reporting Requirements

All information necessary to file the Annual and/or Biennial reports shall be prepared and submitted by the Contractor to the CO for each Task Order to meet all federal or state laws and regulations as a part of the Final Report. These report sections shall contain all the information necessary for the filing of the formal report in the form

and format required by the governing federal or state regulatory agency. A cover letter shall accompany the report to include the Contract number; Contractor name; USACE Task Order number and project name; location of project; report type; and date of submittal.

3.3.3.2 Tabulated Waste Handling Information

The Contractor shall list all waste materials going off-site including the description, quantity, destination, purpose, the hazardous waste classification, when the waste was manifested, samples taken, results, transportation plans, disposal facility, etc; if applicable.

3.3.3.3 State Reporting Requirements

The Contractor shall determine the state reporting requirements (i.e. generator state and/or disposal state) and obtain current state reporting forms. A completed draft of all required forms, with applicable attachments, shall be submitted to the CO for approval prior to submission to the federal or state regulator. The state reporting forms shall also be included within the Final Report.

3.3.3.4 Transportation and Disposal Tracking Form

The Contractor shall complete the Transportation and Disposal Tracking Form provided with the Task Order. This form allows the tracking of key T&D milestones throughout the performance of this Task Order. The form lists all waste materials going off-site. When tracking the waste, the Contractor shall identify the date that the transporter accepts the waste by their signature on the manifest.

3.3.3.5 Discrepancy Reports

Discrepancies due to differences between the quantities or types of hazardous waste designated on the manifest or shipping papers, and the quantity or type of hazardous waste a facility actually receives shall be reported to the CO and rectified by the Contractor within 15 days after receiving the waste. This information shall be presented in the Final Report.

3.3.3.6 Exception Reports

The Contractor shall verify if the generator or generator's representative has received a copy of the signed manifest from the TSDF on or before the 35th day after transporter signature. If the generator or generator's representative has failed to receive a signed copy of the manifest by the 44th day, the Contractor shall prepare a draft EPA exception report for CO approval. The Final Exception Report shall be submitted to the CO no later than the 45th day after transporter signature. This information shall also be presented in the Final Report. Prior to official submittal of Exception Report, a draft copy of the report shall be submitted to the CO for review. The Government will make every effort to conduct the approval process within five (5) working days after the CO receives the complete Exception Report.

3.3.3.7 Toxic Substance Control Act PCB Reporting Requirements

If specified in the Task Order, or in the event of discovery of equipment or containers, or any media including soil or water with PCB-contaminated fluid impacted by the work in Task Order, the Contractor shall:

- a. notify the CO immediately and report the findings in writing as soon as possible;
- b. complete and submit all necessary logs and reports in accordance with federal and state laws and regulations;
- c. satisfy all manifest and reporting requirements as specified in paragraphs COMPLETE MANIFEST PACKAGE, and REPORTING REQUIREMENTS above, and as otherwise applicable to the PCB containing material;

- d. arrange for the proper disposal of the waste; and, when disposal is completed, certify that the PCB contaminated material was disposed properly in accordance with all federal, state, and local laws and regulations; and
- e. report all information concerning the incident, and include copies of all related documents in the Final Report.

3.3.3.8 On-Site Personnel

The Contractor shall utilize a trained, experienced on-site person to ensure that all on-site procedures for transportation and disposal of hazardous wastes are implemented and enforced on-site. The on-site person responsible for certification shall be trained as per D.O.T. regulations. The on-site person's qualifications shall be approved by the CO.

3.3.4 Contractor Responsibilities

The Contractor is responsible for total management of their Transportation and Disposal procedures including scheduling, control, and certification of all manifest submittals. An integral part of the certification procedure is proper identification of listed waste streams. The Contractor is responsible for reviewing generator supplied site documentation and submitting as part of the manifest package the logic relied upon in making the determination. If records or waste history are unavailable, the Contractor shall interview the generator or any available past site workers present when the waste was disposed to ascertain the origin of the waste.

If requested by the CO, the Contractor shall draft, for generator signature, a letter to the TSDF certifying that the information listed is based on available historical data.

3.3.5 Government Responsibilities

The Government will review submittals designated for Government approval and approve those that conform to Contract requirements. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the requirements of this contract is responsible for ensuring that the quantities, waste characterizations and classifications, and all other details of the waste on-site matches what is on the manifest prior to signature of the manifest. After submittals have been approved by the CO, no resubmittal for the purpose of changing the manifest's waste classification will be given consideration unless accompanied by justification as to why a change is necessary.

3.3.6 Regulator Notices of Non-Compliance

In the event the Contractor is notified by a federal, state, or local agent that a manifest, shipment, waste disposal, or any related activity concerning a Task Order under this Contract is not in order or not in compliance with any requirement, the Contractor shall notify the CO immediately. The Contractor shall furnish to the Government copies of all notices and all relevant documents, including correspondence, subcontracts, lab reports, memoranda, etc., and any other documents requested by the Government within a timely manner. The Contractor shall coordinate its response to the notice with the CO prior to submission to the notifying authority, and shall furnish a copy to the CO of all documents submitted to the authority, including the final reply to the notice. This coordination will not relieve the contractor of their responsibilities.

3.3.7 Subcontractor Coordination

If the subcontractor, consultant, or agent is retained by the Contractor to perform any of the work required by this section of the Contract, the subcontract shall include all of this section, with appropriate adjustments for the subcontract, and include the Regulatory Specialist or other authorized employee of the Contractor as the point of contact for the submittals and communications between the subcontractor and the Government. The Contractor shall

remain responsible for compliance with this section and all other portions of the Contract and shall sign all certifications required by the Contract.

3.4 RADIOLOGICAL EQUIPMENT

In accordance with Requirement 06.E of EM 385-1-1, entitled Safety and Health Requirements Manual, (the U.S. Army Corps of Engineers safety manual) the Contractor is required to obtain a service permit to use, store, operate or handle a radiation producing device or radioactive materials on a Department of Defense (DOD) Installation. The Contractor shall request that the Contracting Officer obtain the service permit and shall provide all information necessary for the permit application requirements. The Contractor shall allow 45 days for the permit to be obtained. In some areas there are additional State or local permits or approvals which must be obtained and the same procedure shall be followed.

3.5 SAFETY AND HEALTH

3.5.1 General

This subsection describes, in general terms, the minimum Contractor safety, health and emergency response requirements associated with this contract. The Contractor shall have an ongoing Safety and Health Program meeting the requirements of the OSHA standard, 29 CFR 1910.120/29 CFR 1926.65, "Hazardous Waste Operations and Emergency Response". In addition, the Contractor shall prepare, implement, and enforce, for each site, a Site Safety and Health Plan (SSHP) whenever work within the scope of 29 CFR 1910.120/29 CFR 1926.65 is to be performed in a contaminated or potentially contaminated area. For work that does not fall within the scope of 29 CFR 1910.120/29 CFR 1926.65 (such as possible lead abatement or asbestos removal work), the Contractor shall prepare, implement, and enforce an accident prevention plan as required by EM 385-1-1 (Sep 1996) or any required regulatory compliance plan as appropriate for the particular work. The Contractor shall ensure that all safety and health provisions are followed by their subcontractors, suppliers and support personnel.

3.5.2 Site Safety and Health Plan (SSHP)

For each remedial action the Contractor shall prepare a written SSHP that complies with Task Order. At a minimum, the SSHP shall address in the detail required, the topics in APPENDIX B, ER 385-1-92. The SSHP must be signed by the Safety and Health Manager prior to submittal.

3.5.3 Acceptance of SSHP

Acceptance of the Contractor's SSHP by the Government is required prior to start of field activities. Acceptance is conditional and will be predicated on satisfactory performance during field activities. No change in the approved plan shall be implemented without written concurrence by the Contracting Officer. The Government reserves the right to require the Contractor to make changes in his SSHP and operations as necessary to assure the safety and health of all persons on or near the site. As work proceeds, the SSHP shall be adapted to new situations and new conditions. Changes and modifications to the accepted SSHP shall be made with the knowledge and concurrence of the Safety and Health Manager, the Site Superintendent, and the Contracting Officer. Copies of approved changes and modifications to the SSHP shall be distributed to all individual SSHP copy holders. The Contractor shall maintain a distribution system to provide these updates and include a sequential numbering system for the end user to easily identify missing revisions.

3.5.4 Regulations

The Contractor's Safety and Health Program and SSHP's shall comply with and reflect the following applicable regulations and publications:

3.5.4.1 Federal Acquisition Regulation (FAR) CLAUSE Accident Prevention (52.236-13).

3.5.4.2 OSHA Standards - 29 CFR 1910 and 29 CFR 1026 (especially 29 CFR 1026.65, Hazardous

Waste Operations and Emergency Response).

3.5.4.3 USACE Safety and Health Requirements Manual, EM 385-1-1 (Sep 1996).

3.5.4.4 USACE Health and Safety Documents for HTRW, EM 385-1-92 (March 1994).

3.5.4.5 USACE, Radiological Safety, ER 385-1-00 (May 1997).

3.5.4.6 NIOSH/OSHA/USCG/EPA Document, Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, 2 October 1985, DHHS #85-115.

3.5.4.7 Other relevant Federal, State and local regulations.

3.5.5 Responsibility

The overall responsibility for the development, implementation and continued enforcement of the Contractor's Safety and Health Program and Site Safety and Health Plans (SSHP) lies with the Contractor.

3.5.5.1 Safety and Health Manager

The Contractor shall utilize the services of an experienced Safety and Health Manager (SHM) as described in paragraph: "Contractor Personnel and Qualifications" below to implement and oversee the Safety and Health Program and to develop, implement and sign all SSHP's. Any changes to the established Safety and Health Program or SSHP's shall be at the direction and approval of the SHM, with concurrence of the Contracting Officer. The SHM will not necessarily be required to be on-site during remedial activities, but shall be readily available for consultation when required.

3.5.5.2 Site Safety and Health Officer

In addition, the Contractor shall utilize a trained, experienced Site Safety and Health Officer (SSHO) as described in paragraph: "Contractor Personnel and Qualifications" of this section to assist and represent the SHM in the continued implementation and enforcement of the approved SSHP's. A SSHO shall be assigned to each site during work activities on a full-time basis and shall be either a Contractor employee or a subcontractor who reports to the Contractor and the SHM in matters pertaining to site safety and health. The SSHO shall have the on-site responsibility and authority to modify and/or halt work, or remove personnel from the site if working conditions which may affect on-site/off-site safety and health change. The SSHO shall be the main contact for any on-site emergency situation. Except in an emergency, the SSHO may modify the approved SSHP only after consultation and concurrence of the SHM and the Contracting Officer.

3.5.5.3 Certified Health Physicist

The services of a health physicist certified by the American Board of Health Physics shall be utilized when working on sites where radiation is a hazard of concern. The CHP shall be responsible for preparing the radiation protection section of the SSHP and signing the plan along with the safety and health manager.

3.6 CHEMICAL QUALITY MANAGEMENT

This section identifies the chemical expertise needed, laboratory (lab) support needed, project staff organization chart, and the submittals that are required to document the Contractor's understanding of the chemistry related details of the cleanup and his approach to quality control of chemical measurements. In general, chemical QA/QC requirements are as presented in ER 1110-1-263 dated 1 October 1990 and EM 200-1-3.

3.6.1 Chemical Expertise

3.6.1.1 The chemical quality control coordinator (CQCC), shall have a degree in chemistry or a related field with a minimum of 16 semester hours in chemistry and 2 years experience in chemical contamination cleanup work. The CQCC shall be responsible for the QC of sampling, sample handling including sample custody, field testing, coordinating the QC of the laboratory and assuring the required submittals are on time and of high quality.

3.6.1.2 The CQCC shall have formal access to other chemistry professionals either employed by the Contractor(s) or a subcontractor. These chemistry professionals may be situated in a commercial lab.

3.6.1.3 The CQCC shall be shown on the organizational chart to report to a responsible company senior officer.

3.6.2 Laboratory Support Services

Field testing capability, field laboratory capability and a stationary lab, shall be used either in combination or individually depending on the circumstances of the cleanup project. The Contractor's laboratory proposal shall include details describing chemical measuring capabilities related to supporting the cleanup of various types of chemical cleanup projects.

3.6.2.1 Field Testing Capability

Field testing capability shall include at a minimum the standards, equipment and knowledge to use photo ionizing detectors, flame ionizing instruments, combustible gas/oxygen meters, ionizing radiation meters, and pH and conductivity meters. Other fields testing devices shall be readily available for rent and use for project specific needs.

3.6.2.2 In-House or Subcontracted Field Lab

Arrangements to use an in-house or subcontracted field lab along with access to trained chemists, standards, procedural testing references, instruments and other furniture and apparatus shall be described in the proposal. At a minimum, access to a field lab with the capability of gas chromatography, atomic absorption spectrophotometry and gravimetric and volumetric analysis is required. Various support equipment for the above instrumentation as well as sample preparation and storing shall also be needed. Before sampling on a specific cleanup project can begin, both on-site and off-site laboratories shall be approved by the government (USACE HTRW MCX). This will include analysis of matrix and analyte specific performance audit samples and a possible lab inspection prior to start-up.

3.6.2.3 Capabilities

The capabilities of the in-house or subcontracted stationary lab shall include the whole range of environmental analyses of air, water, soil and materials using standard methods. This shall include approved EPA methods and CDC protocols.

3.6.2.4 Analytical Methods

Analytical methods used shall be approved by Environmental Protection Agency (EPA) standard methods, unless technically impractical. Methods shall include, but shall not be limited to, those described in EPA SW-846 (Third Edition), EPA 600/4-79-020, and EPA 600/4-82-057. Methods described in the EPA Contract Laboratory Program Statement of Work for organic and inorganic compounds will be acceptable. If the laboratory is to analyze air samples by the OSHA methods, then the laboratory shall be successfully participating in a NIOSH PAT PROGRAM or be AIHA accredited. The approval process may include an analysis of an audit sample(s), an on-site lab inspection and approval of Lab's Quality Management Plan (LQMP). Field labs are subjected to the same criteria for approval.

3.7 ENGINEERING REQUIREMENTS

The engineering requirements related to the remedial action will be described in detail in each individual Task Order. The Contractor shall perform all necessary field work and analyses to address the appropriate engineering requirements. Engineering work performed should be under the authority of a properly licensed engineer.

Furthermore, engineering support to be performed incidental to construction/remediation will depend on the requirements of the individual Task Order. If required, the Contractor shall outline a complete Quality Control Plan in order to implement quality control testing for construction of project's engineering features. The Contractor shall specify and perform any and all necessary engineering quality control testing, at required frequencies, deemed necessary in order to adequately control and monitor construction/remediation.

3.8 SECURITY

The Contractor shall provide site security (e.g., fencing and/or guard service) as required by each individual Task Order. However, at a minimum the Contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area. Work on or near roadways shall be carefully marked with lights and barricades meeting State and local regulations or, where such regulations are not applicable, deemed adequate to minimize the risk of an accident. Open excavations that pose a danger to site personnel or others shall be fenced to prevent accidental entry. Side slopes of excavations shall be shored or left at a safe angle of repose as defined by OSHA 1926.650-652 and EM 385-1-1, Section 25. All equipment, when not in operation, shall be left in a safe manner (e.g., wheels blocked and buckets on the ground). Near residential areas where there may be children special consideration shall be given to site security/safety needs. When work is performed at a military installation the Contractor shall comply with all security requirements of that installation. Delays in gaining access to a facility shall not be a valid basis for delay charges.

3.9 PROJECT STAFF ORGANIZATION AND RESPONSIBILITIES

The project organization including assigned individuals for the Contractor and any subcontractors shall be clearly described together with a discussion of corresponding quality control responsibilities. The project organization shall address the Contractor-subcontractor interactions. Subcontractors shall not be replaced without prior approval of the Contracting Officer.

3.9.1 List of Key Individuals

A list of assigned key individuals shall be compiled including related qualifications (experience/education) regarding projects involving hazardous waste.

3.9.2 Contractor's CQCC

The Contractor's CQCC shall report to a responsible company senior officer. The Contractor's project production management and quality control chain-of-command shall be mutually exclusive.

3.10 CONTRACTOR PERSONNEL AND QUALIFICATIONS

The requirements for on-site and off-site personnel will differ for each Task Order and shall be specifically identified in the Scope of Services negotiated for the Task Order. However, the following list of qualifications generally reflect the personnel requirements associated with these types of activities. In regards to specific Task Order key personnel, such as Project Manager, SSHO, etc., the Contractor shall not replace these key personnel without the prior approval of the Contracting Officer.

3.10.1 Program Manager

The Program Manager shall be responsible for the overall management of the contract including cost, schedule and technical quality. The Program Manager shall be competent, experienced and knowledgeable in the field of hazardous and toxic waste cleanup and the specific activities identified in this contract. The Program Manager will be the primary Contractor contact before Task Order issuance. The Contractor shall identify the Program Manager before issuance of the Task Order and the Program Manager qualifications, experience and performance must be satisfactory to the Contracting Officer. The Program Manager shall have, as a minimum, the following qualifications:

3.10.1.1 A college degree from an accredited school in engineering, construction management, geology, chemistry, or a related field;

3.10.1.2 Professional registration, in their respective field, where applicable or available;

3.10.1.3 A minimum of five (5) years experience with comparable work;

3.10.1.4 A minimum of two (2) years cost reimbursable contracting experience (additional experience is preferable) with a United States Federal Agency.

3.10.1.5 Working knowledge of applicable federal, state, and local laws, regulations, and guidance as they apply to the region specified in this solicitation.

3.10.2 Project Manager

For each Task Order issued to the Contractor, the Contractor shall designate a Project Manager (PM). The Program Manager may act as Project Manager, with approval of USACE, if execution is sufficiently limited. The Project Manager shall be the primary Contractor contact for a particular Task Order and shall be responsible for the management and execution of the Task Order in accordance with the approved statement of work, approved work plans, and all federal, state, and local laws and regulations. The Project Manager shall ensure coordination between the Safety and Health Manager and the Site Safety and Health Officer to ensure that all site activities are performed in a safe manner. The Project Manager shall have, as a minimum, the following qualifications:

3.10.2.1 A college degree from an accredited school in engineering, construction management, geology, chemistry, or a related field;

3.10.2.2 A minimum of five (5) years Project Management experience, with a minimum of three (3) years experience on HTRW cleanup;

3.10.2.3 A minimum of one (1) cost reimbursable contracting project (additional experience is preferable) for a United States Federal Agency, where they were the Project Manager for any Task Orders that will be cost reimbursable;

3.10.2.4 Working knowledge of applicable federal, state, and local laws, regulations, and guidance as they apply to the regions specified in this solicitation.

3.10.3 Site Safety and Health Officer (SSHO)

The Contractor shall utilize a trained, experienced SSHO to ensure that all elements of the approved SSHP are implemented and enforced on-site. The SSHO shall have the authority to stop work if unacceptable health or safety conditions exist. The minimum qualifications of the SSHO shall include:

3.10.3.1. A minimum of two (2) years working experience at hazardous waste sites, in the hazardous waste disposal industry, at underground storage tank removal projects, or in the chemical industry where Level C and Level B personal protective equipment was required.

3.10.3.2 Specialized training in personal and respiratory protective equipment, program implementation, and in proper use of air monitoring instruments, air sampling methods, and interpretation of results.

3.10.3.3 Certification as having completed training in First Aid and CPR by a recognized organization such as the American Red Cross.

3.10.3.4 Working knowledge of applicable Federal and State occupational safety and health regulations.

3.10.4 Contractor Quality Control (CQC) System Manager

For each Task Order issued, the Contractor shall designate a CQC System Manager. The CQC System Manager shall be responsible for overall management of the CQC and have the authority to act in all matters for the Contractor. The CQC System Manager is responsible to insure compliance with the requirements identified in the Scope of Service, and the Contractor Quality Control Plan. This person, or his designated representative, shall be physically present at the project site whenever work is in progress. The minimum qualifications of the CQC System Manager shall include:

3.10.4.1 A college degree from an accredited school in engineering, construction management, geology, chemistry, or a related field; with a minimum of four (4) years environmental engineering experience; or an experienced construction person with a minimum of six (6) years experience in related work. The CQC System Manager shall have appropriate education and experience in the specialized area identified in the Task Order, e.g., chemistry, geology, or hydrogeology.

3.10.4.2 Nine (9) semester hours, twelve (12) continuing education units (or combination thereof) education in an area relevant to HTRW remediation; and two years experience in remedial action areas.

3.10.4.3 Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

3.10.4.4 Formal education and training in field sampling HTRW sites.

3.10.5 Safety and Health Manager

As required by the individual Task Order, the Contractor shall utilize the services of an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH) or a Safety Professional certified by the Board of Certified Safety Professionals. The minimum qualifications of the Safety and Health Manager shall include:

3.10.5.1 A minimum of three (3) years in developing and implementing safety and health programs at hazardous waste sites or in the hazardous waste disposal industry.

3.10.5.2 Documented experience in supervising professional and technical level personnel.

3.10.5.3 Documented experience in the development of personal protective equipment programs including air monitoring programs for working in and around potentially toxic, flammable and combustible atmospheres and confined spaces.

3.10.5.4 Working knowledge of applicable Federal, State, and local occupational safety and health regulations.

3.10.6 Certified Health Physicist (CHP)

The Contractor shall utilize a Certified Health Physicist, certified by the American Board of Health Physics to provide complete and expert health physics, radiation protection safety, and radiation risk assessment program direction and technical guidance. When working on sites where radiation is a hazard of concern, the CHP shall develop the site radiation risk evaluation and the radiation protection section of the Site Safety and Health Plan. The CHP shall conduct an initial radiation survey and recommend radiation monitoring equipment. The minimum qualifications of the CHP shall include:

3.10.6.1 A four year degree from an accredited institution in health physics, natural science or engineering.

3.10.6.2 A minimum of three (3) years experience in radiation or hazardous waste remediation and disposal industry.

3.10.6.3 Through appropriate experience or other education, special studies and training, have acquired competence in the practice of Health Physics.

3.10.7 Civil Engineer

The Project Civil Engineer is responsible for assuring that all civil and geotechnical engineering support goals specified in the Task Order are attained. The Project Civil Engineer shall have, as a minimum, the following qualifications:

3.10.7.1 A college degree in civil engineering (soil mechanics, materials or related specialty), geological engineering, or related field.

3.10.7.2 Demonstrable education and experience in geotechnical engineering.

3.10.7.3 Five (5) years experience related to investigation, design, and construction of geotechnical features with a minimum of 3 years experience being related to remedial investigations, feasibility studies, and design and construction of geotechnical features in HTRW sites.

3.10.8 Process Engineer

The project Process Engineer (chemical or environmental) is responsible for assuring that all process engineering goals specified in the Task Order are attained. The process engineer shall have, as a minimum, the following qualifications:

3.10.8.1 A college degree in chemical or environmental engineering or related field.

3.10.8.2 Demonstrable education and experience in process engineering.

3.10.8.3 Three (3) years experience related to the design, construction, or operation of process engineering related projects and a minimum of 1 year experience related to process engineering at HTRW facilities or sites.

3.10.9 Hydrogeologist

The project Hydrogeologist is responsible for assuring that all geology and groundwater related goals (including field investigations) of the Task Order are attained. The Project Hydrogeologist shall have, as a minimum, the following qualifications:

3.10.9.1 A college degree in geology, geological engineering, or related field

3.10.9.2 Demonstrable education and experience in groundwater hydrology

3.10.9.3 Three (3) years experience related to remedial investigations, feasibility studies, remedial design and remedial construction at hazardous and toxic waste (HTW) sites.

3.10.10 Site Geologist

The Site Geologist shall be on site for all drilling, sampling, and monitoring well installation activities to assure the goals of the field investigations are achieved. A Site Geologist shall be responsible for only one operating drilling rig. If additional drilling rigs are required or used, a separate Site Geologist must be assigned to each rig. Site Geologist(s) shall have, as a minimum, the following qualifications:

3.10.10.1 A college degree in geology, geological engineering, or related field.

3.10.10.2 Two (2) years experience in conducting field investigations at HTW sites.

3.10.10.3 Two (2) years experience installing groundwater monitoring wells.

3.10.10.4 Working knowledge of calibrating and operating various monitoring devices, such as PID and FID.

3.10.11 Regulatory Specialist

For each Task Order issued to the Contractor, the Contractor shall designate a single Regulatory Specialist (RS). The Contractor shall designate a single point of resource for all regulatory matters and complete manifest requirements as specified in paragraph ENVIRONMENTAL REQUIREMENTS, in exact accordance with the approved statement of work, Contractor's approved Site Safety and Health Plan (SSHP), Field Sampling Plan, and all federal, state, and local laws and regulations. The Contractor shall coordinate review and approval procedures for all manifests. The Regulatory Specialist shall have, as a minimum, the following qualifications:

3.10.11.1 A minimum of three (3) years working experience in federal, state, and local laws and regulations, and guidance associated with HTRW investigations, studies, designs, and remediations.

3.10.11.2 The capability to identify all required permits.

3.10.11.3 Specialized training in Hazardous Materials Transportation.

3.10.11.4 Requirements for D.O.T. certification.

3.10.11.5 Membership in a professional environmental organization.

3.10.12 Site Superintendent.

For each Task Order issued to the Contractor, the Contractor shall designate a Site Superintendent. The Site Superintendent shall have responsibility and authority to direct work performed under each Task Order. The Site Superintendent shall be responsible for the management and execution of all site activities in exact accordance with the approved statement of work, approved work plans, and all federal, state and local laws and regulations. The Site Superintendent shall have, as a minimum, the following qualifications:

3.10.12.1 A minimum of six (6) years site superintendent experience

3.10.12.2 A minimum of three (3) years experience on HTRW projects.

3.10.12.3 One (1) year experience working with cost reimbursable contracts on (additional experience is preferable) Task Orders which will be cost reimbursable.

3.10.13 Other Personnel

The Task Orders shall require a variety of support staff for the remedial action. Support staff such as various program/project/remediation managers, environmental engineers, chemical engineers, treatment plant operators, etc., shall have appropriate bachelors degrees or training certificates, as applicable, and at least three (3) years of experience comparable to their assigned tasks. The Contractor's staff must include Registered Professional Engineers. It is the responsibility of the Contractor to obtain the necessary staffing for the Task Orders.

3.10.14 Field Staff

All field personnel, including those listed above, shall meet the training, medical surveillance, and safety and health program requirements specified in OSHA standard 29 CFR 1910.120/29 CFR 1926.65, 29 CFR 1926.62, 29 CFR 1926.1101 and any other OSHA standards which are pertinent to the work in the Task Order. The Contractor shall ensure that all personnel involved in the performance of the work meet the above safety and health requirements and that adequate documentation is available for the Contracting Officer's review. If adequate documentation is not

made available personnel shall not be allowed on-site. All field staff, both Contractor and subcontractor personnel, are responsible for understanding and complying with all requirements of the Contractor's approved Site Safety and Health Plan and other OSHA compliance plans as may be appropriate for the particular work in the Task Order.

3.11 MANAGEMENT INFORMATION SYSTEM

3.11.1 The MIS is considered critical to the success of cost reimbursable Task Orders. This MIS should integrate cost and schedule information to provide at a minimum: daily tracking of costs incurred, daily tracking of costs scheduled, projection of cost and schedules, earned value, and time phased budget and spending curves. Automated information should be remotely accessible at the work site and other locations to allow for daily cost tracking of actual labor (both on-site and home office), equipment, purchases, subcontracts, other commitments, obligations, and expenditures. This system should be able to be used as a project management tool to capture committed or obligated costs as they occur, not when reconciled at invoice.

3.11.2 As a minimum the system must have the following capabilities. All of these capabilities may not be required on every Task Order and will be required for each specifically based upon the need.

3.11.2.1 The cost tracking system shall be maintained on-site and shall provide real time ability to capture costs.

3.11.2.2 The cost tracking system shall have the ability to forecast costs.

3.11.2.3 The cost tracking system shall provide a daily report for review and approval by the Government.

3.11.2.4 The cost tracking system shall allow for active management and budgeting of task order costs, including but not limited to home office costs, direct field costs, indirect costs, subcontractor costs, equipment costs, and other project costs.

3.11.2.5 The cost tracking system shall have the ability to provide a weekly cost comparison/cost variance report. This report shall capture all committed/expended costs and shall allow the comparison of the forecasted total task order cost with the budgeted cost. It shall also show the overruns/underruns on the individual task order tasks.

3.11.3 Work Breakdown Structure.

The Contractor shall provide MIS procedures anticipated for tracking all phases of cost, from daily subcontracting, material, labor and overheads, through the phase required to invoice for cost. The daily cost tracking shall be performed in a Work Breakdown Structure (WBS) format, with various defined levels of control. The upper levels of the WBS shall be where the Contractor's costs roll-up to levels where the COR will manage costs and funding. For example, Level 1 would be the total project and Level 2 will be Engineering, Construction and Fee. The lower level of the WBS shall be where the Contractor controls costs per his own accounting system. The MIS and/or accounting system must be capable of recording and tracking costs by separate project funds in addition to work schedule items. Earned Value reporting is expanded at the upper levels of the WBS.

3.11.4 Planning and Scheduling

The planning and scheduling system shall be based on a network theory embodied in the critical path method (CPM) that shows the time needed for each step of the project and also the steps that must be taken in a logical sequence.

This should include a standard network analysis system that can be resource loaded for cost and manpower projections and earned value analysis.

3.11.5 Technical and Regulatory Reports.

The ability to track technical and regulatory reports using the MIS shall be performed the Contractor for each project, as required in the Task Order. These systems reports shall contain the following information, at a minimum: Contract number, Contractor name, project name, reporting period, scheduled completion date, actual completion date.

3.12 CONTRACTOR QUALITY CONTROL (CQC)

3.12.1 General

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause entitled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organizations necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both on-site and off-site and specific requirements shall be included in individual Task Orders.

3.12.2 Quality Control Plan

3.12.2.1 General

The Contractor shall furnish for review by the Government, not later than 20 days after receipt of notice to proceed with a Task Order, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause entitled "Inspection of Construction." The plan shall identify personnel, procedures, control, instruction, test, records, and forms to be used. Operations will be permitted to begin only after acceptance of the QC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a QC Plan or another interim plan containing the additional features of work to be started.

3.12.2.2 During the course of the contract, the Contractor will receive various Quality Assurance comments from the Government that will reflect correction needed to Contractor activities, or that will reflect outstanding or future items needing the attention of the Contractor. The Contractor will acknowledge receipt of these comments by specific number reference on their Daily CQC Report and will also reflect on their Daily CQC Report when these items are to be completed, once completed or corrected to permit Government verification.

3.12.2.3 The Contractor's schedule system shall include, as specific and separate activities, all Preparatory Phase Meetings (inspections); all O&M Manuals and all Test Plans of electrical and Mechanical Equipment or Systems that require validation testing or instructions to Government representatives.

3.12.2.4 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the Project Manager or someone higher in the Contractor's organization. Project Manager in this context shall mean the individual with responsibility for the overall management of the project including quality and production. See also Paragraph titled "Control", below.

- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters will also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with the procedures as listed above.
- e. Control, verification, and acceptance testing procedures for each specific test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities shall be approved by the Contracting Officer.
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task that is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines or it could be work by the same trade in a different environment. Although each section of the specifications may generally be considered a definable feature of work, there are frequently more than one definable feature under a particular section. This list will be agreed upon during the coordination meeting.

3.12.2.5 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in the CQC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.12.2.6 Notification of Changes

After acceptance of the CQC plan, the Contractor shall notify the Contracting Officer in writing a minimum of seven calendar days prior to any proposed change and provide qualifications of proposed replacement if requested. Proposed changes are subject to acceptance by the Contracting Officer.

3.12.3 Coordination Meeting

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contractor's quality control system personnel. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both on-site and off-site work, and the interrelationship of Contractors Management and control with the Government's Quality Assurance personnel. Minutes of the meeting shall be prepared by the Contractor and signed by both the Contractor and the Contracting Officer or designated representative. The minutes shall become part of the contract file. There may be occasions

when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.12.4 Quality Control Organization

3.12.4.1 CQC System Manager

The Contractor shall identify an individual within his organization at the worksite who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be on the site at all times during construction and will be employed by the Contractor, except as noted herein. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate will be the same as for the designated CQC Manager.

3.12.4.2 QC Organizational Staffing. The Contractor shall provide a QC staff which shall be at the worksite at all times during progress, with complete authority to take any action necessary to ensure compliance with the contract.

3.12.4.3 QC Staff. Following are the minimum requirements for the QC staff. These minimum requirements will not necessarily assure an adequate staff to meet the QC requirements at all time during construction. The actual strength of the QC staff may vary during any specific work period to cover the needs of the work period. This listing of minimum staff in no way relieves the Contractor of meeting the basic requirements of quality construction in accordance with contract requirements. All CQC staff members shall be subject to acceptance by the Contracting Officer.

3.12.4.4 CQC System Manager. The CQC System Manager shall be assigned as System Manager but may have other duties such as project superintendent in addition to quality control, as determined by the Contracting Officer. The responsibilities of the CQC System Manager shall include:

- a. Review and approval of Contractor submittals.
- b. Inspection of materials and equipment received on-site to assure compliance with contract requirements.
- c. Inspection of on-site laboratory equipment to include verification of proper calibration and safety and health equipment to assure proper operation and accuracy.
- d. Inspection of Field Activities.
- e. Supervision of Quality Control testing as required by the contract documents.
- f. Authority to immediately implement changes to correct deficiencies discovered as a result of above inspections.

3.12.4.5 Supplemental Personnel. The Contractor shall provide as part of the QC organization, whenever the complexity of the work warrants, specialized personnel for the following areas: geological, hydrogeological, chemical, safety, health, health physics, electrical, mechanical, civil, structural, environmental, and architectural. These personnel shall assist and report to the CQC System Manager. Each person will be responsible for assuring the activity complies with the contract requirements for their area of specialization.

3.12.5 Control

Contractor Quality Control is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all operations, including both on-site and off-site activities, and will be keyed to the proposed work sequence. The controls shall include at least three phases to be conducted by the CQC System Manager for all definable features of work, as follows:

3.12.5.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work and shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. A check to assure that provisions have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriated activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for constructing the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that phase of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. The Government shall be notified at least 48 hours in advance of beginning any of the required action of the preparatory phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level workmanship required in order to meet contract specifications.

3.12.5.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of preliminary work to ensure that it is in compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verification of full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with sample panels is appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

- f. The Government shall be notified at least 48 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the Contractor and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work on-site, or any time acceptable specified quality standards are not being met.

3.12.5.3 Follow-Up Phase

Daily checks shall be performed to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon or conceal non-conforming work.

3.12.5.4 Additional Preparatory and Initial Phases

As determined by the Government, additional preparatory and initial phases may be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, on-site production supervision or work crew, or work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

3.12.6 Tests

3.12.6.1 Testing Procedures

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product that conforms to contract requirements. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, will be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test will be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an off-site or commercial test facility will be provided directly the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.12.6.2 On-Site Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, calibration, techniques, and test results at no additional costs to the Government.

3.12.6.3 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the Corps of Engineers Quality Assurance Laboratory, f.o.b., at the following address:

Chemistry and Materials Quality Assurance Laboratory (CMQAL)
420 South 18th Street
Omaha, Nebraska 68102

Coordination for each specific test, exact delivery location, and dates will be made through the Contracting Officer's Representative under the task order.

3.12.7 Completion Inspection

At the completion of all work or any increment thereof established by a completion time stated in FAR Clause 52.211-10 entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a "punch list" of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected and so notify the Government. These inspections and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.12.8 Documentation

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-Up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date(s) covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.12.9 Notification of Noncompliance

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the worksite, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-12	Inspection of Construction	AUG 1996

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984

Section G - Contract Administration Data

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SECTION G

CONTRACT ADMINISTRATION DATA

G.1. PROCURING CONTRACTING OFFICE.

The Procuring Contracting Office responsible for receipt of the Contractor's proposals for each Task Order is:

U.S. Army Engineer District, Kansas City
ATTN: CENWK-CT-H
757 Federal Building
601 East 12th Street
Kansas City, Missouri 64106-2896

G.2. CONTRACTING OFFICER'S AUTHORITY.

The Contracting Officer will be the only individual authorized to direct and/or redirect the efforts or in any way amend any of the terms of this contract.

G.3. CONTRACT ADMINISTRATION AUTHORITY.

The administrative office identified in Block 7 of the "Order For Supplies or Services" DD Form 1155 is designated as the agency responsible for acceptance of services performed. This designation is for the purpose of technical surveillance of the work performed including details of performance and quality of work under this contract. Administrative Contracting Officer authority may be transferred by the Kansas City District to the Corps of Engineers District responsible for the applicable Task Order's location. This paragraph in no way authorizes anyone other than the Contracting Officer of the Procuring District to commit the Government to changes in the terms of the basic contract.

G.4. GENERAL ORDERING INFORMATION (FAR 16.505(a)).

(a) General.

(1) The contracting officer does not synopsise orders under indefinite-delivery contracts.

(2) Individual orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the contract.

(3) Performance-based work statements must be used to the maximum extent practicable, if the contract or order is for services (see 37.102(a)).

(4) When acquiring information technology and related services, consider the use of modular contracting to reduce program risk (see 39.103(a)).

(5) Orders may be placed using any medium specified in the contract.

(6) Orders placed under indefinite-delivery contracts must contain the following information:

(i) Date of order.

(ii) Contract number and order number.

(iii) For supplies and services, contract item number and description, quantity, and unit price or estimated cost or fee.

(iv) Delivery or performance schedule.

(v) Place of delivery or performance (including consignee).

(vi) Any packaging, packing, and shipping instructions.

(vii) Accounting and appropriation data.

(viii) Method of payment and payment office, if not specified in the contract (see 32.1110(e)).

(7) Orders placed under a task-order contract or delivery-order contract awarded by another agency (i.e., a Governmentwide acquisition contract, or multi-agency contract)

(i) Are not exempt from the development of acquisition plans (see Subpart 7.1), and an information technology acquisition strategy (see Part 39); and

(ii) May not be used to circumvent conditions and limitations imposed on the use of funds (e.g., 31 U.S.C. 1501(a)(1)).

(8) No protest under subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task-order contract or delivery-order contract, except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract (10 U.S.C. 2304c(d) and 41 U.S.C. 253j(d)).

G.5. ORDERING PROCEDURES

a. Description of Task Orders

(1) Proposal Preparation Expenses: The Government is not liable for proposal preparation expenses incurred in response to this solicitation or RFP for a task order.

(2) Scope, Proposal/Bid, and Award: The Contracting Officer will provide the Contractor with a Scope of Work (SOW) for any work or service required. Task Orders may result from Requests for Proposals or Competed Actions. The individual task orders will be firm fixed price or cost reimbursable.

b. Requests for Proposals

(1) As the needs of the Government are determined, the Contractor or Contractors may be notified of an existing requirement through the issuance of a Request for Proposal, which may include specifications and any contract management procedures (advance agreements) required for submission with the Contractor's proposal documents. Such notification may be made orally, electronically, by facsimile, or by letter from the Contracting Officer.

(2) The Contractor shall then prepare and submit his proposal for accomplishing the work requested for the task order, modification, or specific task. The proposal provided by the Contractor will be used to establish the resources required to perform the work and as a basis for negotiation of estimated costs and fees, as appropriate. The proposal shall provide a detailed breakdown of all items and associated costs anticipated during execution of the tasks involved. The proposal shall be divided in Direct Cost (furnish a detailed breakdown on man-hour basis), Overhead on Direct Costs, General and Administrative Overhead on Direct Costs, Equipment and Material Costs (furnish a detailed breakdown), Relocation and Travel. Also included will be the current status of the Contractors' efforts in meeting their Small, Small Disadvantaged and Women-Owned Small Business Goals for the specific task order. It is recommended that estimated costs be submitted by using the software, "Microcomputer-Aided Cost Engineering System (MCACES) GOLD version 5.30", by Building Systems Design, or a similar cost estimating system. The proposal shall be coordinated with the Contractors' MIS and WBS. In general the proposal will include

Work Breakdown Structure

Estimate, as described above and keyed to the WBS

Milestone Schedule, using a network analysis system (NAS)

Narrative Description/Amended Scope of Work

(3) The time set for the receipt of proposal for each task order or modification will be identified in each Request for Proposal letter.

(4) Upon receipt of the Contractor's proposal, the Government will review the proposal documents for adequacy and completeness. The Government will then negotiate with the Contractor the proposed effort, price, any necessary site specific requirements, estimated costs and fees, contract management procedures (advance agreements), Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Efforts (to date) relative to the contract plan approved.

(5) The Contracting Officer may at any time, prior to award of the task order, determine that the task order is not in the best interest of the Government and not issue the task order. No liability will accrue to the Government.

c. Competed Actions

When Task Orders are to be competed, the SOW will be provided to all multiple awardees currently under contract. Using competitive procedures, the Contractor will be requested to submit the bid schedule within 14 calendar days of the request unless specifically requested sooner. Competed Task Orders may be awarded on the basis of price and price related factors or a combination of technical, price, and past performance as determined by the Contracting Officer. In accordance with AFARS 5116.5 and PARC Instruction Letter 2002-14, proposals submitted in response to competition under multiple award task order contracts shall be limited to no more than five pages, including attachments. An individual deviation for this five-page limitation must be obtained in writing from the Chief of the Contracting Office.

d. Commencement of Work

The Contractor shall commence pre-fieldwork and familiarization activities that are required prior to actual field

work on individual Task Orders as stipulated in each individual Task Order as soon after Task Order award as practicable. Within 30 calendar days after task order award, the Contractor shall be fully operational and capable of immediately starting fieldwork on any required Task Orders. The Contractor must receive approval on all site-specific plans before initiating any on-site activity. The Contractor shall commence work required by a Task Order at the time specified on the Task Order, accomplish the work, and complete the entire work not later than the completion time specified on the Task Order. The time stated for completion shall include final cleanup of the premises. See FAR Clause 52.211-10, Commencement, Prosecution and Completion of Work.

e. Notice of Completion of Task Order

The Contractor shall notify the Contracting Officer upon completion of each individual Task Order. The Contractor shall give advance notice of the date the work will be fully completed and ready for final inspection. See SECTION E for details on inspection and acceptance criteria.

G.6. MULTIPLE AWARD ORDERING PROCEDURES (FAR 16.505(b)).

(b) Orders under multiple award contracts-

(1) Fair opportunity.

(i) The contracting officer must provide each awardee a fair opportunity to be considered for each order exceeding \$2,500 issued under multiple delivery-order contracts or multiple task-order contracts, except as provided for in paragraph (b)(2) of this section.

(ii) The contracting officer may exercise broad discretion in developing appropriate order placement procedures. The contracting officer should keep submission requirements to a minimum. Contracting officers may use streamlined procedures, including oral presentations. In addition, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order. The competition requirements in part 6 and the policies in subpart 15.3 do not apply to the ordering process. However, the contracting officer must--

(A) Develop placement procedures that will provide each awardee a fair opportunity to be considered for each order and that reflect the requirement and other aspects of the contracting environment;

(B) Not use any method (such as allocation or designation of any preferred awardee) that would not result in fair consideration being given to all awardees prior to placing each order;

(C) Tailor the procedures to each acquisition;

(D) Include the procedures in the solicitation and the contract; and

(E) Consider price or cost under each order as one of the factors in the selection decision.

(iii) The contracting officer should consider the following when developing the procedures:

(A)

(1) Past performance on earlier orders under the contract, including quality, timeliness and cost control.

(2) Potential impact on other orders placed with the contractor.

(3) Minimum order requirements.

(4) The amount of time contractors need to make informed business decisions on whether to respond to potential orders.

(5) Whether contractors could be encouraged to respond to potential orders by outreach efforts to promote exchanges of information, such as-

(i) Seeking comments from two or more contractors on draft statements of work;

(ii) Using a multiphased approach when effort required to respond to a potential order may be resource intensive (e.g., requirements are complex or need continued development), where all contractors are initially considered on price considerations (e.g., rough estimates), and other considerations as appropriate (e.g., proposed conceptual approach, past performance). The contractors most likely to submit the highest value solutions are then selected for one-on-one sessions with the Government to increase their understanding of the requirements, provide suggestions for refining requirements, and discuss risk reduction measures.

(B) Formal evaluation plans or scoring of quotes or offers are not required.

(2) Exceptions to the fair opportunity process. The contracting officer shall give every awardee a fair opportunity to be considered for a delivery-order or task-order exceeding \$2,500 unless one of the following statutory exceptions applies:

(i) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;

(ii) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(iv) It is necessary to place an order to satisfy a minimum guarantee.

(3) Pricing orders. If the contract did not establish the price for the supply or service, the contracting officer must establish prices for each order using the policies and methods in subpart 15.4.

(4) Decision documentation for orders. The contracting officer shall document in the contract file the rationale for placement and price of each order, including the basis for award and the rationale for any tradeoffs among cost or price and non-cost considerations in making the award decision. This documentation need not quantify the tradeoffs that led to the decision. The contract file shall also identify the basis for using an exception to the fair opportunity process. If the agency uses the logical follow-on exception, the rationale shall describe why the relationship between the initial order and the follow-on is logical (e.g., in terms of scope, period performance, or value).

(5) Task and Delivery Order Ombudsman. The head of the agency shall designate a task-order contract and delivery-order contract ombudsman. The ombudsman must review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman must be a senior agency official who is independent of the contracting officer and may be the agency's competition advocate.

G.7. ORDERING - EFARS 16.505(b)(5)

(i) More than one contract is being awarded for the same scope of work as this contract. Each contractor will be afforded a fair opportunity to be considered for each task (or delivery) order in excess of \$2,500, except as provided at FAR 16.505 (b)(2).

(ii) The contracting officer will consider the following factors when awarding a task (or delivery) order: [insert factors such as those listed in FAR 16.505(b)(1) and (b)(1)(i) above].

(iii) If the contractor believes it was not fairly considered for a particular task (or delivery) order, the contractor may present a complaint to the contracting officer. The contractor may appeal the explanation or decision of the contracting officer to the USACE Ombudsman, who is assigned to the USACE Office of the PARC, at the following address: Headquarters, U.S. Army Corps of Engineers, Attention: CEPR-P (USACE Ombudsman), 441 G Street, N.W., Washington, D.C. 20314-1000. The ombudsman will review the contractor's complaint in accordance with FAR 16.505 (b)(5)."

G.8. INVOICES (FIRM FIXED PRICE TASK ORDERS).

G.8.1 The Contractor may submit an invoice no more often than once every thirty (30) calendar days or upon the completion of each Task Order. The Contractor will be paid in accordance with FAR Clauses 52.232-25 (typically within 30 days upon receipt of a certified invoice unless the invoice is considered to be defective) or 52.232-27 (within 14 calendar days for an interim payment and 30 calendar days for a final payment). Partial payments for individual Task Orders are authorized. All invoices shall be submitted in the original and four (4) copies. The invoices shall contain the contract number and Task Order number and shall be submitted to the address identified in the Block 7 of the DD Form 1155 for the purpose of certification, audit and processing for payment. In accordance with FAR Clause 52.232-25, Prompt Payment, and FAR Clause 52.232-27, Prompt Payment for Construction Contracts, the designated billing office is the office of the official authorized to sign the release of payment (typically the COR, ACO, or CO). Contractor shall provide a Release of Claims with their final voucher. Payments against task orders may be made via the IMPAC purchase card.

G.8.2 Invoice Packaging:

See the payment certification at FAR Clause 52.232-5, Payments under Fixed-Price Construction Contracts. This FAR Clause allows for the payment to the prime for costs not yet paid to subcontractors and suppliers. Invoices subject to FAR Clause 52.232-1, Payments, requires all supplies and services to be rendered and accepted. Therefore, payment in advance of payment to subcontractors and suppliers is not authorized for services type task orders. The invoice package must contain sufficient detailed backup for each of the costs invoiced as detailed in FAR Clauses 52.232-25 and 52.232-27, as appropriate. Because of the level of effort required to review these packages, the Contractor is requested to organize the vouchers to speed up the review process. In addition to the FAR certification at FAR Clause 52.232-5, the Contractor's Project Manager assigned to the task order must review the invoice package for detail and correctness prior to submission to the Government. The Project Manager must redline or revise the package if corrections are warranted prior to submission to the designated billing office. The invoice shall contain a summary cost sheet stating:

G.8.2.1 Direct labor paid and applicable markups with the percentages shown;

G.8.2.2 Equipment (owned);

G.8.2.3 Per Diem;

G.8.2.4 Field purchases;

G.8.2.5 Inventory items consumed;

G.8.2.6 Subcontractors costs; and

G.8.2.7 Analytical costs.

G.9. VOUCHERS (COST REIMBURSEMENT TASK ORDERS):

- a. The contractor may submit a voucher no more often than once every thirty (30) calendar days or upon the completion of all work under an issued task order. The contractor will be paid in accordance with FAR Clause 52.216-7, Allowable Cost and Payment, and upon receipt of a certified voucher unless performance is unsatisfactory. This FAR Clause allows for the payment to the prime for costs not yet paid to subcontractors and suppliers under the conditions detailed in the clause. Payments against task orders may be made via IMPAC purchase card (VISA).
- b. Costs submitted in each voucher must be organized so they can be identified with the tasks in the WBS. All vouchers shall be submitted in the original and four (4) copies.
- c. The vouchers shall contain the contract number and task order number and shall be submitted to the address identified in Block 14 of the DD Form 1155 for the purpose of certification, audit and processing for payment.
- d. In accordance with FAR Clause 52.16-7, Allowable Cost and Payment, the designated billing office is the office of the official authorized to sign the release of payment (typically the COR, ACO, or CO).
- e. Payment of a voucher does not constitute approval of all charges. After review, if unauthorized, unallowable, or unallocable costs were inadvertently paid, the costs must be charged as a credit on subsequent requests for payment.
- f. Contractor shall provide a Release of Claims with their final voucher.

G.10. PAYMENTS

- a. Payment on fixed price and prepriced Task Orders shall be paid in accordance with FAR Clause 52.232-16, Progress Payments, or as stipulated in the resultant individual Task Order.
- b. Payments on cost-reimbursable Task Orders shall be paid in accordance with FAR Clause 52.216-7, Allowable Cost and Payment, or as stipulated in the resultant individual Task order.

G.11. CONTRACT MANAGEMENT PROCEDURES. The Contract Management Procedures will be negotiated with the firm(s) selected for award. The firm(s) should be prepared to negotiate these procedures prior to or immediately following award of the contract. See Section J for a listing of required CMPs.

G.12 PAYMENT AND PERFORMANCE BONDS: Payment and Performance Bonds, Standard Forms 25 and 25-A, are required for the prime contractor for firm fixed-price construction task orders. Reference FAR Part 28.102. On a cost-reimbursement construction task order, payment and performance bonds will not be required for the prime contractor. However, if the subcontractor's price is in excess of \$100,000 and the subcontract is on a fixed-price basis, bonds must be provided for the subcontractor. Payment and Performance Bonds, if required, must be submitted within 10 calendar days of award of the task order. Payment and Performance Bonds are not required for the base contract and should not be submitted with your proposal for this solicitation.

G.13 TASK ORDER COMPLETION NOTIFICATION: The contractor shall provide notice of completion of the task order to the Contracting Officer within 5 calendar days of completion.

Section H - Special Contract Requirements

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 INQUIRIES Pursuant to SECTION L, FAR Clause 52.215-1, "Instructions to Offerors--Competitive Acquisition", any inquiries regarding this Request for Proposal, before proposals are due, should be addressed to the District Engineer, Kansas City District, Corps of Engineers, 700 Federal Building, Kansas City, Missouri 64106, ATTN: Ms Elizabeth Buckrucker. Inquiries for which oral explanation or advice on the plans and specifications will suffice may be referred to Ms Buckrucker by calling Area Code 816-983-3581. Collect telephone calls will not be accepted.

H.2 INFORMATION REGARDING PROPOSAL MATERIAL. Proposals must be submitted on Government standard bid form (STANDARD FORM 33). Wherever in the proposal the words "invitation" and "bid" occur, they shall be deemed to refer to "solicitation" and "offer," respectively.

H.3 TIME FOR ACCEPTANCE BY THE GOVERNMENT OF INDIVIDUAL TASK ORDER

PROPOSALS: An Offeror submitting a proposal in response to a request for proposal for a Task order agrees that the Government shall have at least 90 calendar days to accept the proposal after the date indicated for receipt of proposals. In the event the Government cannot award a task order within this 90 calendar day period, the Government may, at their option, extend the date for acceptance of the proposal, and the Offeror may resubmit their price proposal.

H.4 PERFORMANCE AND PAYMENT BONDS: Requirement for submission of performance and payment bonds will be determined on a task order basis for both prime and subcontractors.

H.5 DISPOSAL OF PROPOSALS: After award of the contracts, proposal sets may be destroyed or may be kept for record. Proposal sets that are kept for records will be for Government use. Disclosure of proposal material, in whole or in part, outside the Government will be restricted only if the provisions of paragraph "Restriction on Disclosure and Use of Data" are in effect.

H.6 IDENTIFICATION OF EMPLOYEES: The Contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on the work to display identification as may be approved and directed by the Contracting Office. All prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon the release of any employee. When required by the Contracting Officer, the Contractor shall obtain and submit fingerprints of all persons employed or to be employed on the project.

H.7 APPLICATION OF WAGE RATES:

The inclusion of the Davis-Bacon Act General Wage Decision or the Service Contract Act Wage Determination in the solicitation is a statutory requirement. It is not a representation by the U.S. Army Corps of Engineers that any specific work task can be performed by any specific trade. Which work tasks can be performed by what trades depends on and is determined by the prevailing area practice for the local area where the contract is being performed. It is the sole responsibility of the Offeror to determine and comply with the prevailing area practice. Inquiries regarding a prevailing area practice should be directed to the Corps of Engineers, Contractor Industrial Relations Specialist (telephone number 816-983-3723) or to the Department of Labor Regional Wage and Hour Division.

A Department of Labor Wage Determination will be provided with the Statement of Work for rates applicable to the location of the work to be performed on a task order basis. Applicable service wage rates, for service task orders, or Davis Bacon rates for construction task orders, shall be applied when formulating task order price proposals.

H.8 PAYMENTS TO SUBCONTRACTORS: The Contractor's attention is directed to FAR Clause 52.232-5, "Payments Under Fixed-Price Construction Contracts." In addition to the requirements set forth in the referenced paragraph, the Government will reimburse the Contractor, upon request, for amount of premiums paid by the subcontractors for payment bonds (if required and approved by the Contracting Officer) (including coinsurance and reinsurance agreements, when applicable) after the Contractor furnishes evidence of full payment to the surety.

H.9 PAYMENTS TO CONTRACTOR: The following is an example of a Contractor's release of claims required to comply with the provisions of paragraph (h) of FAR Clause 52.232-5, "Payments Under Fixed-Price Construction Contracts":

RELEASE OF CLAIMS

CONTRACT NO. _____
PROJECT TITLE: _____

In consideration of the premises and sum of _____ (\$ _____), lawful money of the United States of America (hereinafter called the "Government") of which _____ (\$ _____) of the total amount has been paid, and a balance due of _____ (\$ _____) which is to be paid by the Government under the above noted contract, the undersigned contractor, does remise, release and forever discharge the Government, its officers, agency and employees, of and from any and all liabilities, obligations and claims whatsoever in law and equity under, arising out of or by virtue of said contract, except specified claims in stated amounts or in estimated amounts when the amounts are not susceptible of exact statement by the contractor as follows:

_____.

In witness whereof, this release has been executed this _____ day of _____, 19____.

Company Name

Address

City, State, Zip

By: _____
Signature

Typed Name: _____

Title: _____

The following certification must accompany each payment request/invoice in accordance with FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, as appropriate:

I hereby certify, to the best of my knowledge and belief, that --

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the

requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

H.10 COMPOSITION OF CONTRACTOR: If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

H.11 PROSPECTIVE CONTRACTOR RESPONSIBILITY. Each offeror shall furnish, within 3 calendar days after receipt of request therefore, data that will show the offeror's ability to perform the work or services required by this Request for Proposal. Such data shall include as a minimum: Bank certification of financial capability, or a financial statement not over 60 days old, which will be treated as confidential (if over 60 days old, a certificate shall be attached thereto stating that the financial condition is substantially the same or, if not the same, the changes that have taken place); names of commercial and financial reporting agencies from whom credit reports may be obtained; trade creditors; name and address of bonding company; business and construction experience; past record of performance of Government contracts; and construction plant and equipment available for this job, with resume of work in progress or other data that will assure that the offeror is in a position to perform the work within the time specified.

H.12 LABORATORY AND TESTING FACILITIES: The Contractor shall provide and maintain all measuring and testing devices, laboratory equipment, instruments, transportation, and supplies necessary to accomplish the required testing. All measuring and testing devices shall be calibrated at established intervals against certified standards. The Contractor's measuring and testing equipment shall be made available for use by the Government for verification of their accuracy and condition as well as for any inspection or test desired pursuant to FAR CLAUSE 52.246-12, "Inspection of Construction", FAR Clause 52.246-4, Inspection of Services – Fixed-Price; or FAR Clause 52.246-5, Inspection of Services – Cost-Reimbursement, as applicable. The location of the laboratory shall be convenient to the site such that test results are available prior to proceeding with the next sequential phase of the work.

H.13 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER:

(a) This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with FAR Clause 52.249-10, Default (Fixed Price Construction). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for

monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (5) DAY WORK WEEK **

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
()	()	()	()	()	()	()	()	()	()	()	()

**** Determined on a task order basis.**

H.14 REQUIRED INSURANCE SCHEDULE : In accordance with FAR Clause 52.228-5, Insurance - Work On A Government Installation, the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance.

<u>Type</u>	<u>Amount</u>
Workmen's Compensation State Statute	coverage complying with applicable
Employers' Liability	minimum amount of \$1,000,000.00
General Liability on Comprehensive Form of Policy which includes, but is not limited to, insurance for all work required herein	minimum limits of \$1,000,000 per occurrence for bodily injury but a limit of \$2,000,000 total; and \$1,000,000 per occurrence for property damage
Comprehensive Automobile Liability	minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage

H.15 CONTRACTOR-FURNISHED EQUIPMENT DATA: At or before 30 days prior to final inspection and acceptance of the work, the Contractor shall submit the data mentioned in the following subclauses.

(1) Equipment List. An itemized equipment list showing unit retail value and nameplate data including serial number, model number, size, manufacturer, etc., for all Contractor-furnished items of mechanical equipment, electrical equipment, and fire protection systems installed under this contract.

(2) Guarantees. A list of all equipment items which are specified to be guaranteed accompanied by a copy of each specific guarantee therefor. For each specific guaranteed item, a name, address, and telephone number shall be shown on the list for subcontractor who installed equipment, equipment supplier or distributor and equipment manufacturer. The completion date of the guarantee period shall correspond to the applicable specification requirements for each guaranteed item.

(3) Warranty Service Calls. The Contractor shall furnish to the Contracting Officer the names of local service representatives and/or Contractors that are available for warranty service calls and who will respond to a call within the time periods as follows: 4 hours for heating, air-conditioning, refrigeration, air supply and distribution, and critical electrical service systems and food service equipment, and 24 hours for all other systems. The names, addresses, and telephone numbers for day, night, weekend, and holiday service responses shall be furnished to the Contracting Officer and also posted at a conspicuous location in each mechanical and electrical

room or close to the unit.

H.16 PROJECT SIGN: The project sign shall be posted at the entrance to the project sites, when required. Signs shall comply with the Corps of Engineers specification.

H.17 PROGRESS PAYMENTS: Progress payments made pursuant to FAR Clause 52.232-5, Payments Under Fixed-Price Construction Contracts, or 52.232-1, Payments, as applicable, for any item of work in the bid schedule shall be based on the contract unit price or lump sum amount set forth in the bid schedule for that item of work. If the amount of the unit price or lump sum bid for any item of work is in excess of 125% of the Government estimate for such item, the Contracting Officer may require the Contractor to produce cost data to justify the price of the bid item. Failure to justify the bid item price to the satisfaction of the Contracting Officer may result in payment of an amount equal to 125% of the Government estimate for such bid item upon completion of work on the item and payment of the remainder of the bid item price upon final acceptance of all contract work.

H.18 DATE OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1):

(a) This paragraph applies to contracts and task orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

(b) Section 06.I of EM 385-1-1 is deleted. Job hazard analysis for confined space entry procedures is still required, as per 01.A.09 of EM 385-1-1. OSHA Standards 29 CFR 1910.146 or 29 CFR 1926 shall apply.

H.19 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS: All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Contracting Officer so that the proper authorities may be notified.

H.20 SUBSTITUTION OF KEY PERSONNEL AND SUBCONTRACTORS:

The Contractor shall be limited to utilizing the key personnel and subcontractors during the performance of this contract that were identified in the Contractor's technical proposal accepted by the Government upon award of the contract unless prior Contracting Officer approval of the substitutions is obtained. The Contractor shall obtain the Contracting Officer's written consent before making any substitutions for key personnel or subcontractors by submitting in writing to the Contracting Officer the reasons for the substitutions and the qualifications of the key personnel or subcontractors. Provide the same level of detail on credentials and qualifications on the key personnel or subcontractors as was required by the solicitation. The key personnel or subcontractors which are proposed as substitutes must possess equal or greater qualifications than the individuals or subcontractors accepted with the award of the contract at no additional cost to the Government. In accordance with DFARS 219.704(a)(4) in those Subcontracting Plans specifically identifying small, small disadvantaged, and women-owned small businesses, the prime contractor (if required to submit a Subcontracting Plan) shall notify the Administrative Contracting Officer of any substitutions of the firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the Subcontracting Plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

H.21 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) The Contractor shall comply with OSHA standards as well as the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). The OSHA standards are subject to change and such changes may affect the Contractor in his performance under the contract. It is the Contractor's responsibility to know such changes and effective dates of changes.

H.22 CONSTRUCTION EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE When a modification or equitable adjustment of contract price is required, the Contractor's cost proposal for equipment

ownership and operating expenses shall be as set forth in EFARS Clause 52.231-5000, Equipment Ownership and Operating Expense Schedule. A copy of EP 1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" dated June 1999 can be ordered from the Government Printing Office (GPO) by calling Telephone No. 202-512-1800.

H.23 DIFFERENCES IN DRAWINGS: In addition to the provisions of FAR Clause 52.236-21 and Alternate I, Specifications and Drawings for Construction, the structural drawings shall govern in cases where they differ from the architectural drawings.

H.24 SALVAGE MATERIALS AND EQUIPMENT:

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system or property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

H.25 DAMAGE TO WORK: The responsibility for damage to any part of the permanent work shall be as set forth in FAR Clause 52.236-7, Permits and Responsibilities. However, if, in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work an equitable adjustment pursuant to FAR Clause 52.243-1, Changes—Fixed-Price, 52.243-2, Changes—Cost-Reimbursement; 52.243-4, Changes, or 52.243-5, Changes and Changed Conditions, as applicable, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

H.26 EXISTING ROADS: Where roads under construction follow or tie into existing roads open to traffic, the roads constructed under such conditions shall be open and passable to traffic at all times during construction. The Contractor shall provide preconstruction pictures or video of existing roads that will be used for hauling a substantial amount of contaminated soil. Roadbeds shall be maintained to eliminate hazards to traffic, insure a reasonably smooth riding surface, and to provide positive drainage by constant maintenance of sufficient crowns and ditches as construction progresses. During rainy or inclement periods, the roads shall be kept passable by applying adequate surfacing material to the roadbed or by providing a full time attendant to offer assistance to motorists. Upon failure to comply with foregoing requirements, the Contracting Officer reserves the right to direct non-Government sources to correct deficiencies with costs deducted from payment due to the Contractor.

H.27 APPROVED EQUAL: The drawings and the TECHNICAL PROVISIONS of these specifications may, in some instances, refer to certain items of equipment, material, or article by trade name. References of this type shall not be construed as limiting competition, but shall be regarded as establishing a standard of quality. In this respect, the Contractor's attention is directed to FAR Clause 52.236-5, Material and Workmanship.

H.28 SCHEDULE OF WORK: Before starting any of the on-site work to include site studies/investigations, remedial design and remedial actions under an individual task order, the Contractor shall confer with the Contracting Officer and agree on a sequence of procedure; means of access to premises and buildings; space for storage of materials and equipment; delivery of materials and use of approaches; and use of corridors, stairways, elevators, and similar means for Contractor's employees. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

H.29 WORK SCHEDULES: The Contractor's attention is directed to FAR Clause 52.236-15, Schedules for Construction Contracts, wherein if, in the opinion of the Contracting Officer, the Contractor falls behind the

approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer.

H.30 SECURITY, STAGING AND WORK AREAS: Access into all secure areas and establishment of the Contractor's staging and designated work areas shall be coordinated through the Contracting Officer's Representative. The Contractor shall be responsible to secure his own work site area. The Contractor shall comply with security regulations imposed by the Installation Commander and/or the agency occupying the space where work is to be performed, and shall arrange for any necessary security clearances.

H.31 UPKEEP OF ROADWAY AREAS WITHIN A MILITARY INSTALLATION WHICH THE CONTRACTOR USES: In addition to the requirements in FAR Clause 236-10, Operations and Storage Areas, the Contractor shall comply with the following requirements: Where the construction work is on or adjacent to, or involves hauling over public roads, streets, or highways located on a military installation, all herein referred to as "roads," the said roads shall except as otherwise specified or directed, be kept open for traffic at all times during the construction period. The Contractor shall keep the roads including adjacent construction site free of debris including litter, waste construction material, mud etc., that might be caused to accumulate thereon by his operations, and upon completion of the work, shall clean up the said roads and construction site and repair any damage occasioned with his operations under this contract to the satisfaction of the Contracting Officer. The drainage from the roads shall not be obstructed by the construction work.

H.32 UTILITY WORK – NOTIFICATION REQUIREMENTS:

Not less than 3 or more than 10 workdays prior to the actual day of excavation on each site, the Contractor shall contact the local utility office for flagging of utilities at locations not on a military installation. For work on a military installation, the Contractor shall contact the DPW for specific instructions.

H.33 INTERRUPTIONS TO UTILITY SERVICES: Unless specifically stated otherwise by the individual task order, a schedule showing the approximate times of interruptions of utility services and roads shall be submitted approximately 30 days in advance of interrupting services to make connections. Where it is necessary to interrupt services to make connections and the period of interruption will last more than 2 hours, the connections shall be performed on Saturday or Sunday, unless otherwise approved by the Contracting Officer. Final arrangements shall be made with the Contracting Officer at least 72 hours in advance of the scheduled times of interruptions.

H.34 IONIZING RADIATION (Notification and Authorization):

a. When USACE controlled radioactive material is used or stored on an active Army or Air Force installation, the appropriate Department of the Army (DA) or Department of the Air Force (DAF) radioactive material authorization must be obtained.

b. Application for DA authorization is submitted through USACE channels to DASEN-SOI on DA Form 3337 (Application For Department Of The Army Radiation Authorization or Permit) executed in accordance with AR 385-11.

c. Application for DAF authorization is submitted to the installation Environmental Health Section (in accordance with AFR 161-16) with a copy furnished to DAEN-SOI.

d. Contractors contemplating the use of radioactive materials or radiation producing equipment on an active DA or DAF installation must obtain the appropriate permit or authorization. A 45 calendar day lead time should be allowed for obtaining a permit (see EM 385-1-1, Sec 6).

(1) DA permit requests should be submitted to the installation commander as described in AR 385-11.

(2) DAF authorization requests should be submitted to the installation Environmental Health Section as described in AFR 161-16.

(3) The Department of the Navy does not have a formal permit or authorization requirement; however, the installation Safety Office should be informed of the intended use.

H.35 HAZARDOUS/SPECIAL WASTE MANIFESTS:

The Contractor shall utilize a State approved manifest system in conformance with the requirements identified in 40 CFR 263 or the U.S. EPA approved manifest system, as applicable, so that the wastes can be tracked from generation to ultimate disposal. The manifests must comply with all of the provisions of the transportation and disposal regulations. The Contractor shall be responsible for preparing manifests for each load and obtaining the appropriate identification numbers from the COR, a minimum of 24 hours prior to a shipment. If the manifest is acceptable, the COR will supply the generator number. If the manifest is not acceptable, the Contractor is responsible for making all corrections at no additional cost to the Government. The Contractor shall have two personnel sign the Generator's Certification portion of the manifests for the Contracting Officer. Prior to transportation of the special or hazardous waste, the Contractor shall comply with all of the established pre-transport requirements. The waste must be transported by a certified special or hazardous waste hauler (i.e., the hauler must have a U.S. EPA or appropriate state special or hazardous waste identification number) in approved containers. All transporters must sign the appropriate portions of the manifest and must comply with all of the provisions established in State and DOT regulations.

H.36 DOCUMENTATION OF TREATMENT OR DISPOSAL:

The wastes shall be taken to a treatment, storage, or disposal facility that has EPA or appropriate state permits and hazardous or special waste identification numbers and which complies with all of the provisions of the disposal regulations. Documentation of acceptance of hazardous or special materials by a facility legally permitted to treat or dispose of those materials shall be furnished to the COR not later than 5 working days following the delivery of those materials to the facility. A statement of agreement from the proposed treatment, storage, or disposal facility and certified transporters to accept hazardous or special wastes shall be furnished in the Work Plan. If the Contractor selects a different facility than is identified in the Work Plan, the Contractor shall provide the documentation for approval to certify that the facility is authorized and meets the standards specified in 40 CFR 264.

H.37 ELECTRONIC DELIVERABLES:

- a. The contractor shall provide deliverables on all projects by electronic means with a copy provided to the USACE, CENWK Project Manager, and others as identified in the Task Order.
- b. The documentation should be provided in formats compatible with USACE software programs.

H.38 SUBMITTALS:

(a) Submittal Procedures. See Section C, paragraph titled "SUBMITTAL PROCEDURES".

(b) Shop Drawings shall be submitted in ample time to secure approval prior to the time the items covered thereby are to be delivered to the site. ENG Form 4025 and 4026 shall be used for the transmittal of shop drawings. Unless otherwise specified, shop drawings shall be submitted not less than 30 days before commencement of fabrication of fabricated items and not less than 15 days before delivery of standard stock manufactured items. Where materials are stock with the manufacturer, catalog data, including specifications and full descriptive matter, may be submitted as shop drawings. When catalog includes nonapplicable data, the applicable data shall be clearly designated and identified by item number, item name, and name of manufacturer. Shop drawings submitted (including initial and final submittals) shall be reproductions on high quality paper with clear and legible print. Drawings shall generally be bordered a minimum of one inch and trimmed to neat lines and unless otherwise specified, the minimum scale shall be 3/8-inch to the foot. Shop drawings quality will be subject to approval. Each shop drawing, including catalog data, shall be identified with a title block including the name of Contractor, contract number, name and location of project, and name of item of work or structure to which the shop drawing applies. Material fabricated or delivered to the site before approved shop drawings have been returned to the Contractor will be subject to rejection. NO CONSTRUCTION OR INSTALLATION SHALL BE DONE FOR ANY ITEM REQUIRING SHOP

DRAWINGS, UNTIL ALL SHOP DRAWINGS FOR THAT ITEM HAVE BEEN APPROVED. The Contractor's attention is directed to FAR Clause 52.236-21 and 52.236-21 Alt I. Specifications and Drawings for Construction.

(c) As-Built Shop Drawings: Upon completion of the work under this contract, the Contractor shall furnish five complete sets of prints or one complete set of reproducible of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the equipment is completed and accepted. The quality of the reproducible and prints is subject to approval.

(d) As-Built Drawings: The Contractor shall maintain three separate sets of red-lined, full scale, as-built construction drawings marked up to fully indicate as-built conditions. These drawings shall be maintained in a current condition at all times until completion of the work, and shall be available for review by Government personnel at all times. All variations from the contract drawings, for whatever reason, including those occasioned by modifications, optional materials, and the required coordination between trades, shall be indicated. These variations shall be shown in the same general detail utilized in the contract drawings. In addition, the Contractor shall indicate on the As-Built Drawings, the brand-name, description, location, and quantity of any and all materials used which contain asbestos. The Contractor shall also be responsible for updating the Government-furnished CADD files to reflect the current as-built conditions throughout the duration of the project. The updated CADD design files shall be maintained in the Intergraph Microstation format consistent with the graphic standards established in the CADD contract drawings provided by the Government. The Contractor will be provided a copy of the Tri-Service CADD standards to facilitate his efforts in the maintenance of design files. The updated CADD files shall be reviewed by the Government on a monthly basis during the progress payment evaluation. The Contractor shall be prepared to demonstrate the status of the updated CADD files in his on-site office. The as-built utility drawings shall show locations and elevations of all underground new utilities and existing utilities encountered, including dimensions from permanent structures and/or survey locations. The submittal requirements for as-built utility drawings shall be shown as separate activities on the Contractor-prepared network analysis. Upon completion of the work, the marked-up drawings and the updated CADD files shall be furnished to the Contracting Officer on 8 mm tape or CD. In multiphased construction where portions of a system are to be turned over to the user prior to completion of the project, the marked-up drawings for that portion shall be furnished to the Contracting Officer at that time.

(e) CADD Files: The Government will provide to the Contractor, within the number of calendar days after Notice of Award designated by an individual task order, copies of the CADD computer files of the contract drawings for the production of as-built drawings. These files will be in Intergraph Microstation format. The Government provides no warranty, expressed or implied, of the CADD computer files. The Contractor shall assume all responsibility to verify the CADD drawing files. The Contractor will not utilize the CADD drawing computer files to resolve dimensional or other discrepancies. The Government will not guarantee the measurable accuracy of the CADD drawing computer files.

(f) Purchase Orders: Each purchase order issued by the Contractor or his subcontractors for materials and equipment to be incorporated into the project, shall be maintained on file at the Contractor's field office for inspection and review by Government representatives. Each purchase order shall (1) be clearly identified with applicable DA contract number, (2) carry an identifying number, (3) be in sufficient detail to identify the material being purchased, (4) indicate a definite delivery date, and (5) display the DMS priority rating. At the option of the Contractor, the copies of the purchase orders may or may not indicate the price of the articles purchased.

H.39 UNEXPECTED HAZARDOUS SUBSTANCES: In the event that unidentified suspected hazardous substances are revealed during activities, all such activities in the immediate area shall be immediately suspended. Hazardous substances for purposes of this specification only, shall be defined as CERCLA hazardous substances, infectious or radioactive wastes, asbestos or oil. The Contractor shall leave the materials undisturbed and shall immediately report the find to the Contracting Officer's Representative (COR) so that proper authorities can be notified. The Contractor shall not resume activities in the vicinity of the suspected hazardous substances until written clearance is received from the COR. Identification and removal of any such materials will be conducted in accordance with all Federal, state and local environmental laws and regulations in accordance with FAR Clause 52.236-2, Differing Site Conditions.

H.40 HAZARDOUS MATERIALS DELIVERED UNDER THIS CONTRACT.

(a) If any hazardous materials will be delivered under this contract (see FAR Clause 52.223-3, Hazardous Material Identification and Material Safety Data, DFARS Clause 252.223-7001, Hazard Warning Labels, and DFARS Clause 252.223-7006, Prohibition on Storage and Disposal of Toxic and Hazardous Materials), the Material Safety Data Sheets (MSDS) for locally purchased, nonstandard stock hazardous material will be submitted to the Corps of Engineers Contracting Officer or Contracting Officer's Representative.

(b) Hazardous material includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract. Reference FAR 23.301 and 23.302.

H.41 UNEXPECTED DISCOVERY OF ASBESTOS ON CONSTRUCTION (RENOVATION AND DEMOLITION): The buildings and areas to be renovated or demolished have been surveyed for the presence of asbestos-containing materials. This survey is not a warranty that asbestos-containing materials are either not present or limited to the amounts found in the survey. Should suspected asbestos-containing material be encountered, the Contractor shall promptly, and before the conditions or the substance encountered is disturbed, give a written notice to the Contracting Officer of the suspected asbestos-containing material conditions encountered. As directed by the Contracting Officer, the Contractor shall remove and dispose of any and all asbestos-containing material as necessary to accomplish the required work that shall be performed in accordance with all pertinent local, state, and federal laws. An equitable adjustment will be made to the Contractor in accordance with FAR Clause 52.243-4, Changes, for the additional work directed by the Contracting Officer.

H.42 FEE DETERMINATION

a. Task orders may be Firm Fixed Price or Cost Reimbursement (Cost-Plus-Award-Fee, Cost-Plus-Fixed-Fee, Cost-Plus-Incentive-Fee, Firm Fixed Price or Fixed-Price-Incentive-Fee), as determined by the Contracting Officer.

b. When a cost plus award fee task order is issued, computation of base and award fees will be negotiated in the individual task order. The base fee will be paid in installments with each monthly payment. The award fee earned will be determined through subjective Government evaluation, normally every three months. The evaluation will be based on performance. Task orders will be evaluated and an award fee payment will be made for each task order. Performance areas to be evaluated and their weighted values will be contained in the Award Fee Determination Plan.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.202-1 Alt I	Definitions (Dec 2001) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-13	Time Extensions	SEP 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-9	Fixed Fee--Construction	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988

52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-30	Davis-Bacon Act--Price Adjustment (None or Separately Specified Method)	DEC 2001
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.227-17	Rights In Data-Special Works	JUN 1987
52.228-2	Additional Bond Security	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-27	Prompt Payment for Construction Contracts	FEB 2002

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-13 Alt I	Accident Prevention (Nov 1991) - Alternate I	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-18	Work Oversight in Cost-Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-21 Alt I	Specifications and Drawings for Construction (Feb 97) - Alternate I	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.237-1	Site Visit	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt III	Changes--Cost-Reimbursement (Aug 1987) - Alternate III	APR 1984
52.243-4	Changes	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Property Records	APR 1984
52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) ALTERNATE I (DEVIATION)	OCT 2002
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.246-21	Warranty of Construction	MAR 1994
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-3	Value Engineering-Construction	FEB 2000

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Sep 1996) - Alternate I	SEP 1996
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-6 Alt I	Termination (Cost-Reimbursement) (Sep 1996) - Alternate I	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7014	Preference For Domestic Specialty Metals	APR 2003
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7024	Notice and Approval of Restricted Designs	APR 1984
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests	MAR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.234-7000	Notice of Earned Value Management System	MAR 1998
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.236-7005	Airfield Safety Precautions	DEC 1991
252.236-7006	Cost Limitation	JAN 1997
252.236-7007	Additive or Deductive Items	DEC 1991
252.236-7008	Contract Prices-Bidding Schedules	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services	DEC 1991

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52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of **the Source Selection Authority** and shall not be binding until so approved.

(End of clause)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within ****TO BE DETERMINED ON A TASK ORDER BASIS** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **.**TO BE DETERMINED ON A TASK ORDER BASIS; HOWEVER, THE TOTAL TASK ORDER SHALL NOT EXCEED FIVE YEARS TOTAL.*** The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of ****TO BE DETERMINED ON A TASK ORDER BASIS** per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **TO BE DETERMINED ON A TASK ORDER BASIS [Contracting Officer insert amount] for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format, e.g., electronic spreadsheet format, electronic mail, etc.]

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: [Insert media format]

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002) -- ALTERNATE I (FEB 1997)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25. (3) The designated payment office will make interim payments for contract financing on the 30th [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress and other payments to the Contractor's subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled "Prompt Payment for Construction Contracts." Payments shall be made by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-10 INCENTIVE FEE (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by **.**TO BE DETERMINED ON A TASK ORDER BASIS**. [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by **.**TO BE DETERMINED ON A TASK ORDER BASIS** [Contracting Officer insert Contractor's participation] cents for every dollar that the total

allowable cost exceeds the target cost. In no event shall the fee be greater than ****TO BE DETERMINED ON A TASK ORDER BASIS**[Contracting Officer insert percentage] percent or less than . . . ****TO BE DETERMINED ON A TASK ORDER BASIS** [Contracting Officer insert percentage] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ****DATE OF AWARD OF THIS CONTRACT**through **FIVE YEARS FROM THE DATE OF CONTRACT AWARD**,

INCLUSIVE OF OPTIONAL PERIOD [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$1,000.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of ****NOT APPLICABLE** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of ****NOT APPLICABLE** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **30 CALENDAR** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **FIVE BUSINESS** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations

or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ****SIX MONTHS FROM THE EXPIRATION OF THE WARRANTY PERIODS EXCEPT FOR MODIFICATIONS** [insert date].

(End of clause)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within ****AT ANY TIME DURING THE TASK ORDER PERFORMANCE PERIOD OR AS STATED IN THE TASK ORDER**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ****AT ANY TIME DURING THE TASK ORDER PERFORMANCE PERIOD OR AS STATED IN THE TASK ORDER**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within ****NO LATER THAN THE LAST DAY OF THE PERFORMANCE PERIOD UNDER THE BASE CONTRACT** (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within ****NO LATER THAN THE LAST DAY OF THE PERFORMANCE PERIOD OF THE BASE CONTRACT** (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least SIXTY (60) CALENDAR days (60 days unless

a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **FIVE YEARS, INCLUSIVE OF OPTIONS.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed ****THE AMOUNT AUTHORIZED IN WRITING BY THE CONTRACTING OFFICER ON A TASK ORDER BASIS** or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Contracting Officer, U.S. Army Corps of Engineers, 757 Federal Building, 601 E. 12th Street, Kansas City, MO 64106.

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:
**NONE [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-11 BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JUL 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Designated country means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark.

Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan.

Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda.

Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

Designated country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

Domestic construction material means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

North American Free Trade Agreement country means Canada or Mexico.

North American Free Trade Agreement country construction material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: **NONE

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1:			
Foreign construction material....			
Domestic construction material...			
Item 2:			
Foreign construction material....			
Domestic construction material...			

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

****TO BE DETERMINED ON A TASK ORDER BASIS (FOR CONSTRUCTION TASK ORDERS BETWEEN \$25,000 AND \$100,000 FOR WHICH PAYMENT AND PERFORMANCE BONDS ARE NOT REQUIRED).**

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within ****TEN (10) CALENDAR** days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region _____. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

52.232-16 PROGRESS PAYMENTS (DEC 2002)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's

(i) failure to make progress or

(ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
 - (ii) Are in conformance with the requirements of FAR 32.504(f); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--
 - (i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;
 - (ii) Are in conformance with the requirements of FAR 32.504(g); and
 - (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--
 - (A) The Contractor defaults; or
 - (B) The subcontractor becomes bankrupt or insolvent.
- (6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.
- (7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.
- (8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the **30TH CALENDAR (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(End of clause)

52.232-5000 PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)--EFARS

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (3) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items:
**TO BE DETERMINED ON A TASK ORDER BASIS.

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least ****TO BE DETERMINED ON A TASK ORDER BASIS** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the

work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations.

(b) Weather conditions . Each bidder/contractor should satisfy itself before submitting a bid or contract/task order proposal as to hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from the local National Weather Service Office.

(c) Transportation facilities . . Each bidder/contractor, before submitting its bid or contract/task order proposal, should obtain necessary data as to access highway and railroad facilities. The unavailability of transportation facilities shall not become a basis for claims for damages or extension of time for completion of work.

(d) .Borings . Information shown on the drawings at drill hole locations is from logs of drill holes, whereas information between drill holes is inferred. While the borings are representative of subsurface conditions at their respective locations and for their respective vertical reaches, localized variations will not be considered as differing materially within the purview of the Contract Clause entitled "Differing Site Conditions". Graphic logs of borings located within the areas to be excavated under this contract are shown on the drawings..

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) Site visits may be arranged during normal duty hours by contacting:

Name:

Address: ****APPLICABLE TO TASK ORDERS ONLY. SITE VISITS MAY BE ARRANGED ON**

Telephone: **A TASK ORDER BASIS ONLY.**

(End of provision)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within ****FIVE (WITH E-MAIL OR VERBAL NOTIFICATION IMMEDIATELY)** calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ****FOURTEEN** calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above,

advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

UNDER A COST-REIMBURSEMENT TASK ORDER, CONSENT IS REQUIRED FOR ALL SUBCONTRACTS (INCLUDING FFP AND CR) IN EXCESS OF THE SIMPLIFIED ACQUISITION THRESHOLD AND ALL SOLE SOURCE. NOTIFICATION IS REQUIRED FOR ALL SUBCONTRACTS IN EXCESS OF \$25,000. Subcontract consent is required for contractor even though the contractor may have an approved purchase system unless waived by the Contracting Officer.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns)

exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-20 WARRANTY OF SERVICES (MAY 2001)

2 Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor ****WITHIN A REASONABLE TIME AFTER THE DISCOVERY OF ANY FAILURE, DEFECT, OR DAMAGE.** This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

52.248-1 VALUE ENGINEERING (FEB 2000) - ALTERNATE III (APR 1984)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(1) 50	25
Cost-	(3) 25	(3)	15	15

reimbursement (includes cost- plus-award-fee; excludes other cost-type incentive Contracts)				
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- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(k) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(l) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

3 The use in this solicitation or contract of any FEDERAL ACQUISITION REGULATION OR DEFENSE FEDERAL ACQUISITION REGULATION (48 CFR Subpart 1.4 and Part 201) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A **FIRM FIXED PRICE OR COST-REIMBURSABLE INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT** is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit **A FIRM FIXED PRICE OR COST-REIMBURSABLE TASK ORDER (AS REQUIRED BY THE SPECIFIC TASK ORDER)** proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data).

****TO BE DETERMINED ON A TASK ORDER BASIS**

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated ****TO BE DETERMINED ON A TASK ORDER BASIS** in no event to exceed **TO BE DETERMINED ON A TASK ORDER BASIS**

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

(a) Contract line item(s) ****TO BE DETERMINED ON A TASK ORDER BASIS** through **TO BE DETERMINED ON A TASK ORDER BASIS** are incrementally funded. For these item(s), the sum of **\$TO BE DETERMINED ON A TASK ORDER BASIS** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract.....\$***
month day, year.....\$***

month day, year \$***
month day, year \$***

***TO BE DETERMINED ON A TASK ORDER BASIS

(End of clause)

252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	Drawing No.
-------	------	-------------

***TO BE PROVIDED ON A TASK ORDER BASIS

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (OCT 2002)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

- (1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address :

(End of clause)

NWK-00010-001 FIELD OFFICE OVERHEAD (JUL 2002)

NOTICE TO BIDDERS: For your bid to be responsive, you must declare below the single accounting practice that you apply to contracts to calculate field office overhead for all change orders, modifications and requests for equitable adjustment. Pursuant to Federal Acquisition Regulations (FAR) Parts 31.105(d)(3) and 31.203(d)(1), an accounting practice that varies from modification to modification is not allowable. Select one of the following:

1. TIME DISTRIBUTION BASE FOR A PER DIEM RATE

If you use this practice, see Special Clause "Field Office Overhead Per Diem Rate" _____

2. DIRECT COST DISTRIBUTION BASE FOR A PERCENTAGE MARKUP

If you use this practice, see Special Clause "Field Office Overhead Percentage Markup" _____

3. OTHER ACCOUNTING PRACTICE THAT IS ALLOWABLE _____

UNDER THE FAR AND THAT USES A SINGLE DISTRIBUTION BASE.

If you choose 3, you must describe the accounting practice in sufficient detail below to allow the contracting officer to determine what accounting practice is being utilized by your company and that it complies with the FAR.

FAILURE TO FULLY COMPLY WITH THE ABOVE REQUIREMENT OR, IF ALTERNATIVE 3 IS DECLARED AND YOUR DESCRIPTION DOES NOT CLEARLY STATE OR DESCRIBE A CONSISTENT ACCOUNTING PRACTICE USING A SINGLE DISTRIBUTION BASE, WILL BE CAUSE FOR YOUR BID TO BE REJECTED AS NON-RESPONSIVE.

NWK-00100-001 FIELD OFFICE OVERHEAD PERCENTAGE MARKUP

If any change to the contract, issued pursuant to the changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, of the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no per diem rate for field office overhead shall be allowed if the Contractor has elected a percentage markup in keeping with its standard accounting practices. In such a case, payment of field office overhead shall be allowed for any change on a percentage markup basis regardless of whether the completion of the contract is or is not extended by reason of the change, except for modifications issued pursuant to the Default Clause. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

NWK-00100-002 FIELD OFFICE OVERHEAD PER DIEM RATE

If any change to the contract, issued pursuant to the Changes Clause or otherwise, for which the Government is responsible, causes an increase or decrease in the Contractor's cost of, or the time required for, performance under the contract, the Contracting Officer shall make an equitable adjustment and modify the contract in writing.

Under such equitable adjustment, no payment of field office overhead shall be allowed for any changes when the completion of the contract is not extended by reason of the change, except the Contractor may be reimbursed any

variable expense it incurs due to the change, provided it can substantiate the variables. The Contractor shall be reimbursed for field office overhead on a per diem basis when the completion of the contract is extended by reason of the change issued under any clause except the Default clause. Equitable adjustment shall be made for the costs that are incurred or are to be incurred due to the change. The Contractor shall provide a detailed breakdown of its proposed increase or decrease of costs as required by Contract Clause DFARS 252.236-7001 MODIFICATION OF PROPOSALS – PRICE BREAKDOWN.

Section J - List of Documents, Exhibits and Other Attachments

SECTION J INDEX

J.1. ATTACHMENT #1: CONTRACT MANAGEMENT PROCEDURES

- a. Attachment #1 contains sample Contract Management Procedures.
- b. The offeror shall not submit specific Contract Management Procedures with the proposal. Only the information required by Section L will be submitted with the proposal, however this information may form the basis of a particular Contract Management Procedure.
- c. The firm(s) selected for award shall be required to submit actual Contract Management Procedures for negotiation prior to or immediately following contract award.

J.2. ATTACHMENT #2: SAMPLE RESUME

J.3. ATTACHMENT #3: SAMPLE LETTER AND PAST PERFORMANCE EVALUATION

SECTION J ATTACH 2

ATTACHMENT #2 -- SAMPLE RESUME

The format for resumes should follow the format as shown below:

Position Title:

Name:

a. Education: (A college degree in Engineering, Construction Management, Geology, Chemistry, or related field) *

(1) Institution Name:

Degree: (list any professional registrations, including reg # and state)

(2) Institution Name

Degree:

(3) Institution Name:

Degree:

b. Experience:

(1) Period MM/YY to MM/YY

Employer/Location:

Position Title:

Description of duties and projects assigned which are related to the work required for this solicitation. For HTRW projects describe which phases of work were involved and responsibility for the phases.

(2) Period MM/YY to MM/YY

Employer/Location:

Position Title:

Description of duties as discussed above.

(3) Period MM/YY to MM/YY
Employer/Location:
Position Title:
Description of duties as discussed above.

c. State working knowledge of Federal, State, and local laws, regulations, and guidance. Describe states and EPA Regions in which knowledge was gained. Describe specific technical relationship with regulators and guidance.

* Any related field should be explained in a footnote and clearly described to show equivalency to the specific science degrees listed.

4 Do not furnish information on individual's social, civic, or fraternal activities.

SECTION J ATTACH 1
ATTACHMENT #1
ANTICIPATED CONTRACT MANAGEMENT PROCEDURES

- 5 Personnel and Company Policies (Table of Contents Only)
- 6 Indirect Cost Rates
- 7 Purchasing System Plan and Procedures
- 8 Overtime Policy
- 9 Per Diem and Trips Home for Extended TDY
- 10 Employee and Executive Bonus Program
- 11 Relocation Expense Policy
- 12 Key Program Personnel
- 13 Manpower Utilization
- 14 Hourly Labor Rates by Discipline
- 15 Contract Closeout
- 16 Cost Control and Work Allocation Document (WAD), Work Breakdown Structure (WBS), Work Item (WI), Work Variation Notification (WVN), and Authority to Proceed (ATP) Procedures and Formats
- 17 Government Property Management Plan
- 14. Standard Operating Procedures (Table of Contents Only)

NOTE: DO NOT submit these Contract Management Procedures with your proposal in response to this RFP. These Procedures will be negotiated with the firm(s) selected for award. The firm(s) selected for award should be prepared

to negotiate these procedures prior to or immediately following award of the contract.

SECTION J ATTACH 3

ATTACHMENT #3

**SAMPLE LETTER
AND
PAST PERFORMANCE EVALUATION**

Date:

To:

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Kansas City District. In accordance with Federal Acquisition Regulations (FAR), the Corps of Engineers will complete an evaluation of our firm's past performance. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. To assist with your completion of this survey, we have been asked by the Kansas City District to complete the general project information prior to sending you this survey. Understand that, while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained.

It is requested that you send your completed questionnaire to the following address and for your convenience, a pre-addressed envelope has been provided.

U.S. Army Engineer District, Kansas City
ATTN: CENWK-CT-H/vanBleisem
757 Federal Building
601 East 12th Street
Kansas City, Missouri 64016-2896

If you have questions regarding the attached questionnaire, or require assistance, please contact Ms. Trisha vanBleisem at (816) 983-3823. Thank you for your assistance.

COMPANY: PAST PERFORMANCE EVALUATION

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers in the enclosed addressed envelope. Do not return this form to our offices. Thank you.

Part A has been completed for you at the request of the Kansas City District Corps of Engineers.

Part A: General Information

1. Contractor/Name & Address (City and State): _____
2. Type of Contract: Fixed Price _____ Cost Reimbursement _____ Other (Specify) _____
Government _____ Non-Government _____
3. Title of Project/Contract Number: _____
4. Brief Description of Work: _____
5. Location of Work: _____
6. Project Manager Name: _____
7. Site Superintendent Name: _____
8. Contract Award Amount & Date of Award: _____
Final Contract Cost (including modifications): _____
9. Name, address and telephone number of person completing survey:

Part B: Client Survey

Please complete every question by placing a checkmark in the appropriate box.
If the question does not apply to your project; please note "n/a" in the appropriate box.

Please feel free to attach a page with additional comments.

Question	N/A	Strongly disagree	Disagree	Neutral Opinion	Agree	Strongly Agree
Quality of Product or Service						
1. The contractor performance complied with contract requirements; they performed quality work demonstrating technical expertise.						
2. The product or service you received fulfilled your objectives of performing the overall work.						
3. The contractor's reports and documentation were accurate and complete and did not require extensive commenting prior to becoming an						

Question	N/A	Strongly disagree	Disagree	Neutral Opinion	Agree	Strongly Agree
approved final document.						
4. The contractor identified and solved performance problems without extensive guidance from you, the customer.						
Timeliness of Performance						
4. The contractor's project reporting was submitted in a timely manner.						
5. The contractor completed work on schedule and maintained the critical path, with minimal delays under approved circumstances.						
6. The contractor was able to prepare a realistic schedule, coordinating multiple tasks, update and maintain the schedule throughout the project.						
7. The contractor was able to foresee schedule conflicts, alerting you with the issue as well as recommended solutions.						
Cost Control						
8a. (Cost reimbursable contracts only) The contractor demonstrated initiative in controlling costs and continually improving processes to save money on cost reimbursable contracts.						
8b. (Fixed priced contracts only) The contractor demonstrated the ability to avoid excess costs (i.e. modifications), unless unknown conditions or customer requests required project modifications.						
8c. The contractor's proposals were clear and provided sufficient cost breakdown for proper negotiations.						
8d. The contractor demonstrated their ability to control costs using an efficient and effective cost tracking system.						
9. The contractor demonstrated initiative in finding and providing early reporting to you potential project cost overruns or unexpected costs.						
Customer Satisfaction						
10. Overall, I was satisfied with the quality of work.						
11. Overall, I was satisfied with the contractors developing and/or maintaining the schedule of work.						
12. Overall, I was satisfied with the contractors cost performance.						
13. If given the opportunity, I would work with this contractor again.						

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

18 Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

____ TIN:_____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910 (insert NAICS code).

(2) The small business size standard is 500 EMPLOYEES (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less
☐ 51 - 100 ☐ \$1,000,001 - \$2 million
☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million
☐ 251 - 500 ☐ \$3,500,001 - \$5 million
☐ 501 - 750 ☐ \$5,000,001 - \$10 million
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
☐ Over 1,000 ☐ Over \$17 million

(End of provision)

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

☐ 50 or fewer ☐ \$1 million or less
☐ 51 - 100 ☐ \$1,000,001 - \$2 million
☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million
☐ 251 - 500 ☐ \$3,500,001 - \$5 million
☐ 501 - 750 ☐ \$5,000,001 - \$10 million
☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million
☐ Over 1,000 ☐ Over \$17 million

(End of provision)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national

origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
18%	6.5%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout

the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure

to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (JUN 2003)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST) *****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the

Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

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SECTION L

1. PROPOSALS. Proposals for the work described herein, will be received until 3:00 p.m., central time, 15 September 2003, at the following address:

U. S. Army Engineer District, Kansas City
757 Federal Building
601 East 12th Street
ATTN: CENWK-CT-H \vanBleisem
Kansas City, Missouri 64106-2896

NOTE: HAND-CARRIED PROPOSALS SHALL BE DELIVERED TO ROOM 757.

2. A PRE-PROPOSAL CONFERENCE WILL NOT BE HELD. Questions concerning the solicitation may be submitted in writing to the Contracting Officer, for consideration, at the above address until close of business on 29 August 2003.

3. Source Selection procedures for this acquisition will be in accordance with FAR Part 15.

4. PROPOSAL FORMAT. The proposals shall be in the following format. Any additional pages provided that are not excluded from this maximum number (i.e. appendices) shall not be evaluated.

Proposal Volume	Original	Copies	Maximum Pages
Volume 1 - Business Approach, Company Experience & Past Performance	1	3	50
Volume 2 - Operational Approach and Personnel	1	3	50
Volume 3 – Operational Expertise and Management Plan	1	3	30
Volume 4 – Cost	1	3	10

a. Proposal Characteristics.

- (1) Page Limitations. Volumes 1 – 4. The total combined page limitation for Volumes 1 – 4 is one hundred and forty(140) pages for each proposal. If both sides of the page are used, it will be counted

as two (2) pages. Foldout pages will be counted as two (2) pages. Volume 1 should be presented in spreadsheet or tabular format where applicable and to the extent possible. Appendices of Volumes 1 - 4 are excluded from the total combined page limitation. However, appendices excluded from the page limitation should be limited in size and provide information in a clear and concise manner. Pages of Volumes 1 - 4 should be numbered in two ways. First, number sequentially from 1 - 140 in the lower right hand corner of the page. Secondly, each individual volume should have pages numbered in the lower left hand corner starting with the volume number then the page number of that volume, for example 2-7.

Page Limitation Exclusions:

- Table of contents, list of tables, figures, appendices and acronyms.
 - Appendices to Volumes 1 - 4
 - SF33
 - Certifications and Representations (Section K)
 - Certified copy of contractual agreements.
 - Offer Guarantee
- (2) All volumes are to consist of single spaced typewritten pages using a font no less than 11 point. A minimum binding edge margin of 0.75 inches shall be used. A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a “make it fit” software capability, however, all text must be legible and easily read. If text is not legible, that portion of the proposal shall not be evaluated. The page size of the offeror’s proposal shall not exceed 8-1/2 inch by 11 inch. When included, foldout pages shall fold entirely within the volume and shall only be used for graphic representations. Each volume shall be contained within a “Slant D” or similar 3-ring binder (no heat or spiral bound volumes). The original copy shall be stamped “Original” on the cover of each original volume.
- (3) All proposals shall contain the requirements stated herein and every volume shall be identified by the volume number and name, address, and telephone number of the prime and subcontractor, if appropriate, on the cover. Each volume shall also contain a Table of Contents, List of Tables, List of Figures, List of Appendices, and List of Acronyms and at the bottom left side of each page the volume number shall be included. The list of acronyms should include all acronyms appearing in the volume. The offeror’s name, address, signature, and telephone number shall appear on any document to be evaluated.
- (4) No material shall be incorporated by reference. In order for the proposal to receive an in-depth evaluation, it is necessary that the proposal be presented in a manner which will provide clarity, organization and cross referencing as required.

5. PROPOSAL CONTENT. The Government intends to make the award selection without discussions. However, the government may determine that discussions are necessary. The term “offeror” as used in the proposal refers to the prime contractor. The proposal must be complete and contain the offerors’ most favorable terms. The proposal shall address and contain the information listed below. The information will be used by the Source Selection Board to evaluate and rate each proposal. Offerors are advised that conciseness and relevance of the proposal is important and unrelated information that is not pertinent may reduce evaluation scores. Proposals that provide only superficial coverage of the information required below may be excluded from the competitive range, if established. Additionally, should the proposal include any standard company terms and conditions that conflict with the terms and conditions of the solicitation, the proposal may be determined to be “unacceptable” and thus ineligible for award.

6. VOLUME 1 – FACTOR 1 - ORGANIZATIONAL APPROACH, COMPANY EXPERIENCE AND PAST PERFORMANCE

SUBFACTOR 1A

COMPANY EXPERIENCE. The project team organization (hereafter referred to as TEAM) shall submit up to ten (10) examples of projects that present the TEAM's HTRW experience in firm-fixed and cost reimbursable construction, service and other relevant types of contracts. A project will be defined as a cost reimbursable or fixed price contract or task order that is at least 80% physically complete or a project where work has been ongoing for more than 18 months. For projects that are 100% complete, work shall have been completed within the past 3 years (for service contracts) or 6 years (for construction contracts) from the date of this Request for Proposal. During the evaluation process, projects located within the geographic areas covered by this solicitation, especially USEPA Region 2 Superfund site projects and experience as the prime contractor will be rated more favorably. Proposals that demonstrate all of these characteristics will be rated most favorably. It is anticipated that the majority of the work pursuant to this solicitation will be performed within the boundaries of USEPA Region 2.

The TEAM should provide experience using varying cleanup technologies (working in residential areas requiring relocation of residents will be rated more favorably). Experience with federal, state and local regulators should also be noted. At the TEAM's discretion, other projects with related experience may be provided to supplement each project example. Projects may be presented in spreadsheet, or tabular format.

The following general information shall be provided for each of the 10 projects:

- Name of Client
- Contract Number
- Type of Contract (i.e. fixed price, cost reimbursable, or other – specify)
- Contract amount
- Description of work
- Period of Contract Performance
- TEAM's role in the execution of that project (e.g. prime/subcontractor)
- Percentage of the work that the TEAM member performed (as the prime contractor for the project), and
- Percentage of the work that the TEAM member subcontracted.
- Name, address, and telephone number of the customer (confidential clients are not acceptable)

SUBFACTOR 1B

ORGANIZATIONAL APPROACH. Describe your organizational approach and whether you anticipate the use of your own resources exclusively, a joint venture, a teaming arrangement or other subcontract arrangement. Submit the actual organizational charts for the prime and the affiliates. Provide mailing addresses and office locations of the corporate headquarters, regional offices and other offices for each team member clearly identifying each office and its function (a USEPA Region 2 presence will be rated more favorably). The organizational chart shall clearly indicate reporting lines within the project organizational structure. Indicate how the proposed project organization team, prime and team subcontractors, (TEAM) will function under this contract relative to your home office organization and other TEAM firms. Personnel on the organizational chart shall be identified by name, discipline, task area and firm office. Summarize the number of home and branch office personnel for each TEAM members by discipline or trade (clearly showing how many team members are with each organization), showing a work force that is capable of providing sufficient personnel to perform the work required by this contract.

It is important that all contractual arrangements include small, small disadvantaged, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and historically black college and university participation as practicable. The goal of the Government is to place emphasis on enhancing the development of small, small disadvantaged, women-owned small business, veteran-owned small business, service-disabled veteran-owned small business, and historically black college and universities regardless of the type of organizational approach or reporting requirement. If these agreements are not in place, provide information on how they will be implemented. If these agreements are in place, provide a certified copy of the contractual agreement(s)

as an appendix to this volume. A certified copy is defined as a copy of a document or record, signed and certified as a true copy by the officer to whose custody the original is entrusted.

For the project TEAM submit the following information:

- (a) What entity has overall authority over the contract?
- (b) What entity will be managing the contract?
- (c) What type of contractual agreements does your firm anticipate using (i.e., fixed-price, cost-reimbursable)?
- (d) How many years of previous experience with each firm?
- (e) Description of past contractual arrangement with each firm.

JOINT VENTURES shall submit the following additional documentation regarding their business entities:

- (a) a certified copy of their Joint Venture agreement; and
- (b) a detailed statement outlining the following in terms of percentages, where appropriate:
 - (1) The relationship of the joint venture parties in terms of business ownership, capital contribution, and profit distribution or loss sharing.
 - (2) The management approach of the joint venture in terms of who will conduct, direct, supervise and control the project and have custody and control of the assets of the joint venture and perform the duties necessary to complete the work.
 - (3) The structure of the joint venture and decision-making responsibilities of the joint venture parties in terms of who will control the manner and method of performance of the work.
 - (4) The bonding responsibilities of the joint venture parties.
 - (5) The identity of key personnel having authority to legally bind the joint venture to subcontracts and who will provide or contract for the labor and materials for the joint venture.
 - (6) The identity of personnel who will maintain the joint venture bank accounts for the payment of all expenses and the deposits of all receipts, who will keep the books and records, and pay applicable taxes for the joint venture.
 - (7) The identity of persons who will furnish the facilities, such as office space, supplies, and telephone service.
 - (8) The identification of the personnel who have overall control of the joint venture.

Other sections of the proposal shall identify, where appropriate, whether key employees are employed by the joint venture, or are employed by one of the individual joint venture parties. If the latter, state which of the joint venture parties is the employer.

SUBFACTOR 1C

PAST PERFORMANCE. Provide a performance evaluation for each of the projects described in **Company Experience** above. In addition, the offeror shall provide a performance evaluation for its five (5) most recent projects over \$1,000,000 that are 80-100% physically complete. For any projects that satisfy both criteria, only one performance evaluation is required. The offeror shall make all efforts to ensure the maximum number of performance evaluations is submitted for consideration. The survey and its contents shall not be modified and modification may result in those surveys being disqualified from the evaluation process.

A Performance Evaluation, which may be found in Section J, must be completed by personnel for whom work has been performed. The TEAM must provide these Company Performance Evaluations to the one person who was the TEAM's main point of contact or the person who had regular contact with the TEAM while the project work was being conducted. An individual may only fill out one Company Performance Evaluation.

Once completed, these evaluations must be sent directly to the address in Section L, paragraph titled "Proposals". The TEAM shall not review these Company Performance Evaluations after they have been completed, and the persons completing these evaluations shall be informed that the Government will hold their names confidential. The Government should receive these evaluations no later than the date the offeror's original proposal is due. In addition, the offeror will provide the following information in the proposal about these ten projects:

- Title of project
- Contract Number
- Location of project
- Date of contract execution
- Individual's name and phone number who is performing survey

The following items will be evaluated for Company Past Performance in the evaluations to be received:

SUBFACTOR 1Ca: Quality of Product or Service.
 SUBFACTOR 1Cb: Timeliness of Performance
 SUBFACTOR 1Cc: Cost Control
 SUBFACTOR 1Cd: Customer Satisfaction

If the offeror has no record of past performance or for whom information on past performance is not available, the proposal will not be evaluated favorably or unfavorably on past performance.

Additionally, the government may use any of the following for evaluation as well as other than those identified by the offeror: the Architect-Engineer Contract Administration Support System (ACASS), Construction Contract Administration Support System (CCASS), Past Performance Information Management System (PPIMS) and Service Contract Administration Support System (SCASS).

7. VOLUME 2 – FACTOR 2 - OPERATIONAL APPROACH AND PERSONNEL

SUBFACTOR 2A

PERSONNEL EXPERIENCE. Submit resumes for key personnel (including dual assignments) for the TEAM. Resumes are limited to two (2) pages each. Key personnel will include, but is not limited to; those identified in Section C, paragraph titled "Contractor Personnel and Qualifications". Personnel designated as key are those in supervisory, technical review, or other roles in which they oversee or review the work of their discipline. The resumes are to follow the example given in Section J. The resumes of the project team members should clearly show proposed job title, education and dates thereof; special qualifications worth noting; and complete experience record showing title and specific duties, responsibilities, and assignments by years, beginning with the present and working backwards. Clearly indicate the experience personnel have working on HTRW projects located within the geographic areas covered by this solicitation, (work experience in EPA Region 2 and experience on Superfund sites will be rated more favorably). Indicate fully the responsibilities of key personnel in connection with any of the projects listed in the "Company Experience" section. It is more favorable to have personnel proposed who have experience with the prime contractor. Indicate the experience of key personnel on fixed price and cost reimbursable contracts. Dealings with Federal and State regulatory agencies, political and civic organizations at local and state level; public utilities such as railroad, electricity and Authorities – e.g. Sports and Port & Bridge Authorities should be discussed. Such dealings should reflect individual's resourcefulness in achieving the project objectives. Only information relating to an individual's experience and ability to perform on this is desired. Do not furnish information on unrelated experience or on the individual's social, civic, or fraternal activities.

SUBFACTOR 2B

RESOURCE BALANCING AND MANAGEMENT INFORMATION SYSTEM (MIS). MIS requirements that shall be specifically negotiated on a Task Order basis are detailed in Section C of this solicitation. Requested information that the offeror shall submit includes:

- Description of how cost control, including subcontractor costs, is achieved with the MIS for both fixed-price and cost-reimbursement contracts. The offeror's use of Earned Value should be demonstrated.
- Description of the offeror's MIS capabilities and experience regarding project planning, cost tracking, manpower projections, material and equipment tracking, cost estimating and budgeting.

SUBFACTOR 2C

ABILITY TO RESPOND AND MOBILIZE. Provide information to describe how the offeror would cost effectively and rapidly mobilize to the geographical areas covered under this contract (mobilization to EPA Region 2 will be rated more favorably). Discuss the impact of the TEAM's other current and proposed workload on this contract and the ability to respond if the offeror is awarded a contract.

SUBFACTOR 2D.

PERSONNEL AND MATERIAL MANAGEMENT. Submit the offeror's practices in the following three areas:

- (1) Recruitment and Staffing - Describe the offeror's methods for obtaining and retaining an adequate work force to perform the contract initially and during the entire performance period. This shall include methods of accommodating normal fluctuating workloads in order to maintain an experienced work force.
- (2) Training - Describe the types and extent of training that will be utilized to preserve effectiveness of your organization.
- (3) Purchasing - Describe the offeror's purchasing system and procedures for acquisition and control of equipment, supplies, material, and labor resources. Discuss how competition and best value will be achieved. Discuss if the offeror's purchasing system is approved by the Government, if so by which agency and contract.

8. VOLUME 3 – FACTOR 3 - OPERATIONAL EXPERTISE AND MANAGEMENT PLAN.

SUBFACTOR 3A

SAFETY AND HEALTH. Safety and Health requirements are specified in Section C of this solicitation. Requested information the offeror shall submit in the proposal includes:

SUBFACTOR 3Aa. Safety and Health Program Planning

- (1) Table of Contents for the Corporate Safety and Health Program, including a list of standard operating procedures.
- (2) Sample Site Safety and Health Plan. One (1) of the offeror's existing Site Safety and Health Plans (SSHP) prepared within the last 3 years for a Hazardous Waste Project. This plan shall be provided as an appendix to Volume 3.

SUBFACTOR 3Ab. Accident Summary. The following information is required for the prime contractor. The required data in (1) and (3) below should reflect SIC Code 8744(OR NAICS CODE 562910).

- (1) A copy of the corporate OSHA 200 and/or 200-S for the last three calendar years.
- (2) A summary of accidents that occurred within the last three calendar years, which resulted in property, damage over \$2,500 or permanent disability or death.
- (3) Current Experience Modification Rate, Lost Work Day Calculations and Recordable Rate.

SUBFACTOR 3B

CHEMICAL QUALITY MANAGEMENT. Chemical Quality Management requirements are specified in Section C of this solicitation.

SUBFACTOR 3Ba. Sampling and Analysis Plan. The offeror shall submit a Sampling and Analysis Plan (SAP) for a remedial action or an investigation of contaminated groundwater. The SAP must be for an actual project, prepared within the last 3 years; no fictitious project plans will be accepted. The information provided should be on projects for

which the offeror has been the prime contractor. The SAP shall be provided as an Appendix to Volume 3 and only the original and one copy shall be provided.

SUBFACTOR 3Bb. Standard Operating Procedures. Standard Operating Procedures (SOPs) for sampling hazardous waste in the following matrices shall be provided: Ground Water, Drums, Lagoons, Subsurface Soils, Sediments, and Air. The SOPs shall be provided as an Appendix to Volume 3, and only the original and one copy shall be provided.

SUBFACTOR 3C

MANAGEMENT PLAN. The offeror shall provide a Management Plan indicating how the work shall be controlled and describe the program management organization proposed. The organization description shall include the project management procedures that shall be applied to ensure successful completion of site-specific work requirements to include Quality Control requirements (as specified in Section C). Describe your plan for administering subcontracts and explain how these activities will be integrated and coordinated with other construction activities including those performed by your own forces. The offeror shall describe the responsibilities and authorities granted to key personnel in the organization.

9. VOLUME 4 – FACTOR 4 - COST. The offeror shall submit, in Volume 4, the cost information described below. The offeror shall not make reference to other Volumes for cost information. When preparing the cost portion of your proposal, use actual indirect rates for Subfactor 4A. Do not use any projected rates. Your indirect rates should be supportable, upon request by your company's books and records. Use of estimated, forward pricing, or capped rates is not acceptable. Proposals with estimated or capped rates will **not** be considered for award. All cost information will be subject to audit by the Defense Contract Audit Agency.

Volume 4 will contain the following four (4) cost subfactors:

- **Subfactor 4A – OVERHEAD COST ANALYSIS.** Computes the average overhead and G&A cost per expended direct dollar. The remainder of the computation (overhead allocable to Subfactors 4B and 4C) fills out automatically by completion of 4A, 4B and 4C and is used for the overhead and G&A cost in Subfactor 4D.
- **Subfactor 4B – AVERAGE DIRECT LABOR HOURLY RATE.** Computes the average direct labor rate.
- **Subfactor 4C – KEY PERSONNEL LABOR RATES.** Computes the average key personnel labor rate.
- **Subfactor 4D – OVERALL COST FACTOR.** Will be filled in automatically by the completion of Subfactors 4A through 4C. This rate will be considered by the cost evaluation team as the average cost of doing business with your company.

Subfactors 4A through 4C will also be considered with respect to their deviation from the "norm." The "norm" will be established by the cost evaluation team based on current market trends and cost data received from all offerors.

Subfactor 4D will be the most important factor.

NOTE: Each proposal must contain the data for Volume 4 in hard copy. **The solicitation file identified as COST.XLS must be completed and submitted with Volume 4 in hard copy AND electronic format.**

SUBFACTOR 4A

OVERHEAD COST ANALYSIS. The following table shall be completed and submitted by the offeror.

Average Overhead and G&A Costs Per Expended Direct Dollar (Note 1)							
Please follow all instructions in the explanatory notes below.							
	Base	Overhead Rate	Overhead Amount	G&A Rate	G&A Amount	Total Overhead and G&A Amount	Note
	Note 2	Note 3		Note 3			
Home Office Direct Labor Costs	\$ 200,000					\$	
Field Office Direct Labor Costs	\$ 200,000					\$	
Material Costs	\$ 200,000					\$	
Subcontract Costs	\$ 200,000					\$	
Other Direct Costs (Note 4)	\$ 200,000					\$	
Totals	\$ 1,000,000					\$	
Total Direct Costs						\$ 1,000,000	
Average Overhead and G&A Costs Per Expended Direct Dollar						\$	
Average Direct Labor Hourly Rate (from Subfactor 4B)						\$	
Key Personnel Average Labor Rate (from Subfactor 4C)						\$	
Total Subfactors 4B and 4C						\$	
Average Overhead and G&A Costs Allocable to Subfactors 4B and 4C						\$	
Note 1: The purpose of this worksheet is to compute the average overhead and G&A cost per expended direct dollar and apply this average cost to factors 4B and 4C to compute an estimate of average overhead and G&A allocable to direct costs.							
Note 2: Do not change this column. Apply your overhead and G&A rates to these exact amounts.							
Note 3: For all rates use the simple average of the most recent 3 fiscal years. If 3 fiscal years of history is not available, use 2 years or 1 year. Identify all rates you are applying to the base. For example, if you apply fringe and a separate labor overhead to field office labor, provide the rates used, provide a breakdown of the rates used with a note reference in the far right column.							
Note 4: Please identify the major items included in Other Direct Costs with a note reference in the far right column. In other words, identify any costs other than material, labor, and subcontracts that your company charges direct to contracts. If none, so state in a note.							

SUBFACTOR 4B

AVERAGE DIRECT LABOR HOURLY RATE. The offeror shall compute average hourly direct labor rate for the twelve-month period ended 6/30/03 by dividing to direct labor charged to all contracts by total direct labor hours (note: do **not** include any fringe or overhead costs in the computation). Use the following table to compute rate:

Average Direct Labor Hourly Rate			
Total Direct Labor Costs			
Total Direct Labor Hours			
Average Direct Labor Hourly Rate	\$		
Note 1: Compute your average hourly direct labor rate for the twelve month period ended 6/30/03 by dividing the direct labor costs charged to all contracts by total direct labor hours using the above table.			
Note: Do not include any fringe or overhead costs in this computation.			

SUBFACTOR 4C

KEY PERSONNEL LABOR RATES. Provide raw (i.e., do not include any fringe or overhead costs; only the hourly labor rate) hourly labor rates for the 12 labor categories for which you submitted resumes in the following table (***NOTE: To compute hourly rate for salaried employees, divide annual salary by 2,080 hours.***):

Average Labor Hourly Rate			
	Hourly		
Labor Category Title	Labor Rate		
Program Manager			
Project Manager			
Site Safety and Health Officer (SSHO)			
Contractor Quality Control (CQC) System Manager			
Safety and Health Manager			
Certified Health Physicist (CHP)			
Civil Engineer			
Process Engineer			
Hydrogeologist			
Site Geologist			
Regulatory Specialist			
Site Superintendent			
Total	\$		
Average Labor Rate (Total / 12)	\$		
Note: Provide hourly labor rates for the 12 labor categories for which you submitted resumes in the above table. To compute hourly rate for salaried employees, divide annual salary by 2,080 hours.			
Note: Do not include any fringe or overhead costs in this computation.			

SUBFACTOR 4D

OVERALL COST FACTOR. This table will fill in automatically from the previous data.

Weighted Average Cost Computation			
	Average Cost	Weight	Weighted Avg. Cost
		NOTE	
Weighted Average Indirect Cost (Subfactor 4A)	\$	50%	\$
Weighted Average Direct Labor Cost (Subfactor 4B)	\$	45%	\$
Weighted Average Key Personnel Cost (Subfactor 4C)		5%	\$
Total Weighted Average Cost			\$
NOTE: Do not alter these weights. We have determined that these subfactors are representative of typical overhead (subfactor 4A), direct, (subfactor 4B), and field office overhead (subfactor 4C) costs that will be experienced during this contract. We have estimated that overhead will comprise 50% of the total costs, direct costs will comprise 45% of the total costs, and field office overhead will comprise 5% of the total costs.			

Additional Information

The following required information shall also be provided in Volume 4, but is not evaluated as part of cost, and is only required for the prime contractor.

- (1) The Offer (the SF33) duly executed with an original signature by an official authorized to bind the company.
- (2) Acknowledgment of all amendments to the solicitation in accordance with the instructions on the Standard Form 30 (amendment form).
- (3) The completed Section K of the solicitation (i.e., Representations, Certifications, and Other Statements of Offerors).
- (4) The name, location and telephone number of your bonding company and your present bonding capacity.
- (5) NWK 00010-001 Field Office Overhead (Jul 2002).

10. AVAILABILITY OF SPECIFICATIONS (EFARS 53.2/9000-1(a)).

Specifications will be available electronically only from the following web site:

<http://nwk-ebs.nwk.usace.army.mil/ebs/advertisedsolicitations.asp>

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52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management Systems and Data Requirements Control List, DOD 5010.12-L	DEC 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.216-27	Single or Multiple Awards	OCT 1995
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.223-4	Recovered Material Certification	OCT 1997
52.225-12	Notice of Buy American Act Requirement - Construction Materials Under Trade Agreements	MAY 2002
52.232-13	Notice Of Progress Payments	APR 1984
52.232-14	Notice Of Availability Of Progress Payments Exclusively For Small Business Concerns	APR 1984
52.237-10	Identification of Uncompensated Overtime	OCT 1997

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52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; **xxxx** DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.214-5000 ARITHMETIC DISCREPANCIES (MAR 1995)

29 For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:

- (c) Obviously misplaced decimal points will be corrected;
- (d) Discrepancy between unit price and extended price, the unit price will govern;
- (e) Apparent errors in extension of unit prices will be corrected;
- (f) Apparent errors in addition of lump-sum and extended prices will be corrected.

30 For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

31 These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of Statement)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE OR COST REIMBURSEMENT INDEFINITE DELIVERY/INDEFINITE QUANTITY SMALL BUSINESS SET-ASIDE contract resulting from this solicitation.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be **TWENTY (20%)** percent of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from CONTRACTING OFFICER, U.S. ARMY CORPS OF ENGINEERS, 757 FEDERAL BUILDING, 601 EAST 12TH STREET, KANSAS CITY, MO 64106

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

Section M - Evaluation Factors for Award

SECTION M INDEX

1	FORMAL SOURCE SELECTION
2	BASIS FOR AWARD
3	EVALUATION FACTORS
4	RELATIVE WEIGHT OF TECHNICAL EVALUATION CRITERIA
5	RELATIVE WEIGHT OF COST EVALUATION CRITERIA
6	PAST PERFORMANCE/QUALITY AND EXPERIENCE
7	JOINT VENTURE DATA EVALUATION
8	DEBRIEFING

SECTION M

1. FORMAL SOURCE SELECTION

All offers received in response to this solicitation will be evaluated in accordance with formal source selection procedures delineated in Federal Acquisition Regulation Part 15. The principal objective of this process is to make a contract award to the responsible offeror whose proposal is determined by the Source Selection Authority (SSA) to be overall most advantageous to the Government, price and other factors considered. This is known as the “Tradeoff process” in the “Best Value Continuum”. The Government reserves the right to consider and evaluate information regarding past performance from sources outside the proposal. The process is designed to ensure the impartial, equitable, and comprehensive evaluation of all technically acceptable, responsible offers received in response to this particular solicitation.

a. Source Selection Organization.

The source selection organization is established as a separate organization and management chain of command whose only purpose is to accomplish the objective above. The organization consists of a Source Selection Authority (SSA), a Source Selection Advisory Council (SSAC), and a Source Selection Evaluation Board (SSEB). The SSEB is comprised of separate technical evaluation and cost evaluation teams. The organization is designed to ensure active ongoing involvement of appropriate contracting, technical, logistics, legal, cost analysis, small business, and other functional staff management expertise.

b. Source Selection Procedure.

- (1) The source selection procedures will begin with an initial review of proposals and continue with a technical and cost evaluation conducted by the SSEB. The SSEB shall evaluate the proposals based solely on the evaluation criteria identified in the paragraphs below. The results of the SSEB evaluations will be presented to the SSAC. The SSAC will perform a comparative analysis and present their finding to the SSA. The SSA will rank the proposals based on the best value to the Government, price and other factors considered. The SSA will either make the final source selection decision or determine that communications with offerors are necessary prior to competitive range determination. The Government intends to award without discussions.
- (2) After any necessary communications with offerors, negotiations will be conducted with offerors in the

competitive range. After conclusion of discussions and receipt of final revised technical proposals, the SSEB will complete the evaluation and establish final ratings. Results of the final ratings will be presented to the SSAC. The SSAC will perform a comparative analysis of the final proposals and present their findings to the SSA. The SSA will then rank the proposals based on the best value to the government, price and other factors considered. The SSA shall make the final source selection decision.

c. The Government will award the contracts resulting from this solicitation to the firms selected in accordance with the procedures described earlier in this paragraph. The Government may elect to finalize the Contract Management Procedures, identified in Section J, after award. If the Government elects to accomplish this effort prior to award and a final agreement cannot be reached on the procedures, no contract may be awarded to that firm. If this situation occurs, the Government may proceed through the award process with the next offer determined by the SSA to be most advantageous to the Government, price and other factors considered (trade off process). The Government may reject any or all offers if such action is determined to be in the best interest of the Government.

d. Up to four contracts will be awarded from this solicitation.

2. BASIS FOR AWARD

The Government intends to make award to the responsible offeror, without discussions, whose proposal conforms to the solicitation and is determined to be most advantageous to the Government in accordance with the following relationship between price/cost and technical merit, also known as the Trade Off Process of the Best Value Continuum.

3. EVALUATION FACTORS:

The following three evaluation factors are listed in descending order of importance. All factors will be evaluated on the completeness, conciseness, and relevance of information provided.

FACTOR 1 - Volume 1: Business Approach, Company Experience & Past Performance

Subfactor 1A: Company Experience

Subfactor 1B: Organizational Approach

Subfactor 1C: Past Performance

- a. Quality of Product or Service
- b. Timeliness of Performance
- c. Cost Control
- d. Customer Satisfaction

FACTOR 2 – Volume 2: Operational Approach and Personnel

Subfactor 2A: Personnel Experience

Subfactor 2B: Resource Balancing and MIS

Subfactor 2C: Ability to Respond and Mobilize

Subfactor 2D: Personnel and Material Management

FACTOR 3 – Volume 3: Operational Expertise and Management Plan

Subfactor 3A: Safety & Health

- a. Safety and Health Program and Planning
- b. Accident Summary

Subfactor 3B: Chemical Quality Management

- a. Sampling and Analysis Plan
- b. Standard Operating Procedures

Subfactor 3C: Management Plan

The following will not be point scored, but subjectively evaluated:

FACTOR 4 – Volume 4: Cost

Subfactor 4A: Sample Proposal
Subfactor 4B: Average Direct Labor Hourly Rate
Subfactor 4C: Key Personnel Labor Rates

4. RELATIVE WEIGHT OF TECHNICAL EVALUATION CRITERIA

Evaluation factors are listed in descending order of importance.

Factor 1 (Volume 1) is the most important factor. Within Factor 1, Subfactors 1A is the most important subfactor, and 1B, and 1C are of equal importance.

Factor 2 (Volume 2) is the second most important factor. Within Factor 2, Subfactor 2A is significantly more important than Subfactors 2B and 2C, and 2D, which are equal.

Factor 3 (Volume 3) is the third most important factor. Within Factor 3, Subfactors 3A, 3B, and 3C are listed in equal order of importance.

5. RELATIVE WEIGHT OF COST EVALUATION CRITERIA

- a. Volume 4 will be subjectively evaluated to determine reasonableness, affordability, the adequacy and value of the cost data, whether the costs are realistic for the work to be performed, and whether the costs reflect the offeror's understanding of the requirements. The sample proposal will be evaluated for consistency of overhead application, correctness of proposal preparation, and ability of the offeror to prepare a proposal.
- b. The technical evaluation factors, when combined, are significantly more important than cost or price. The closer the total evaluated technical scores of acceptable offers are to one another, the greater will be the importance of price in making the award determination. The closer the final price evaluations are to one another, the greater will be the importance of the total evaluated technical scores in making the award determination. The Government is more concerned with obtaining superior technical, management, quality, and/or past performance features than with making an award at the lowest overall price/cost to the Government.
- c. Since the evaluation of the cost realism worksheets will represent a portion of the total evaluation, it is possible that an offeror might not be selected for award because of unreasonable, unrealistic, incomplete, inaccurate, noncurrent cost or pricing information and/or cost or pricing data.

6. PAST PERFORMANCE/QUALITY AND EXPERIENCE

- a. In the course of evaluating offerors' proposals, the Source Selection Organization may contact references submitted by the offeror. The Organization may also check past performance information obtained from sources other than those identified by the offeror. All gathered information will be used to evaluate the offeror's overall past performance.
- b. At no time during this process, nor during the debriefing, nor after award, will the names of the individuals providing reference information about an offeror's past performance be revealed to the offerors or to any other party.
- c. If offerors have not had a chance to comment on past performance evaluations by others (which will be ascertained by the Organization during the reference checks), the information will be treated as unconfirmed. In accordance with the Federal Acquisition Regulation 15.305 and in the evaluation of Past Performance, an offeror's lack of past performance history, lack of relevant past performance history, or lack of current past performance history will be evaluated as having no positive or negative evaluative significance. Therefore, offerors will receive a "neutral" rating and will not be evaluated either favorably or unfavorably.
- d. Sheer numbers of confirmed negative comments may not give the offeror an overall rating of less than satisfactory. Negative comments in areas that are not of vital importance to the successful performance of this contract may not result in a rating of less than satisfactory. Conversely, one or only a few negative confirmed comments in areas of vital importance to the successful performance of this contract may render an overall past

performance rating less than satisfactory.

e. During the evaluation, the following facets will also be taken into consideration: the age and relevance of past performance information; the offeror's overall work record; if there are any problems identified, the number, type, and severity of the problems the effectiveness of corrective actions taken.

f. Contractor's experience is reflective of WHETHER contractors have performed similar work before. Past performance describes HOW WELL contractors performed the work.

7. JOINT VENTURE DATA EVALUATION

The Joint Venture information to be provided, if required, under Subfactor 1A may be used to evaluate the overall risk to the government.

8. DEBRIEFING

a. In accordance with FAR 15.505, Preaward Debriefing of Offerors, and FAR 15.506, Postaward Debriefing of Offerors, the offeror should be aware of the following:

(1) PREAWARD DEBRIEFING OF OFFERORS- FAR 15.505

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

(a)(1) The offeror may request a preaward debriefing by submitting a written request for debriefing to the contracting officer within 3 days after receipt of the notice of exclusion from the competition.

(2) At the offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a postaward debriefing (see 15.506(d)). Debriefings delayed pursuant to this paragraph could affect the timeliness of any protest filed subsequent to the debriefing.

(3) If the offeror does not submit a timely request, the offeror need not be given either a preaward or a postaward debriefing. Offerors are entitled to no more than one debriefing for each proposal.

(b) The contracting officer shall make every effort to debrief the unsuccessful offeror as soon as practicable, but may refuse the request for a debriefing if, for compelling reasons, it is not in the best interests of the Government to conduct a debriefing at that time. The rationale for delaying the debriefing shall be documented in the contract file. If the contracting officer delays the debriefing, it shall be provided no later than the time postaward debriefings are provided under 15.506. In that event, the contracting officer shall include the information at 15.506(d) in the debriefing.

(c) Debriefings may be done orally, in writing, or by any other method acceptable to the contracting officer.

(d) The contracting officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(e) At a minimum, preaward debriefings shall include--

(1) The agency's evaluation of significant elements in the offeror's proposal;

(2) A summary of the rationale for eliminating the offeror from the competition; and

(3) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed in the process of eliminating the offeror from the competition.

(f) Preaward debriefings shall not disclose--

- (1) The number of offerors;
- (2) The identity of other offerors;
- (3) The content of other offerors proposals;
- (4) The ranking of other offerors;
- (5) The evaluation of other offerors; or
- (6) Any of the information prohibited in 15.506(e).
- (g) An official summary of the debriefing shall be included in the contract file.

(2) POSTAWARD DEBRIEFING OF OFFERORS - FAR 15.506

(a)(1) An offeror, upon its written request received by the agency within 3 days after the date on which that offeror has received notification of contract award in accordance with 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award.

(2) To the maximum extent practicable, the debriefing should occur within 5 days after receipt of the written request. Offerors that requested a postaward debriefing in lieu of a preaward debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period.

(3) An offeror that was notified of exclusion from the competition (see 15.505(a)), but failed to submit a timely request, is not entitled to a debriefing.

(4)(i) Untimely debriefing requests may be accommodated.

(ii) Government accommodation of a request for delayed debriefing pursuant to 15.505(a)(2), or any untimely debriefing request, does not automatically extend the deadlines for filing protests. Debriefings delayed pursuant to 15.505(a)(2) could affect the timeliness of any protest filed subsequent to the debriefing.

(b) Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the contracting officer.

(c) The contracting officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.

(d) At a minimum, the debriefing information shall include--

- (1) The Government's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
- (2) The overall evaluated cost or price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror; and

(6) Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.

(e) The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information prohibited from disclosure by 24.202 or exempt from release under the Freedom of Information Act (5 U.S.C. 552) including--

(1) Trade secrets;

(2) Privileged or confidential manufacturing processes and techniques;

(3) Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information; and

(4) The names of individuals providing reference information about an offeror's past performance.

(f) An official summary of the debriefing shall be included in the contract file.

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52.217-5

Evaluation Of Options

JUL 1990